

**APPENDIX C**  
**(SAMPLE CONTRACT)**



**CONTRACT**  
**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**COMMUNITY AND SENIOR SERVICES**  
**AND**

---

**FOR**

**AMERICA'S JOB CENTERS OF CALIFORNIA (AJCC) SYSTEM**

**CONTRACT NUMBER \_\_\_\_\_**

**CONTRACT PERIOD JANUARY 1, 2017 – JUNE 30, 2019**

# TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
	<b>RECITALS.....</b>	<b>6</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS.....</b>	<b>7</b>
<b>2.0</b>	<b>DEFINITIONS AND HEADINGS.....</b>	<b>9</b>
<b>3.0</b>	<b>WORK.....</b>	<b>9</b>
<b>4.0</b>	<b>TERM OF CONTRACT.....</b>	<b>10</b>
<b>5.0</b>	<b>CONTRACT SUM.....</b>	<b>12</b>
5.1	COST REIMBURSEMENT CONTRACT.....	12
5.2	FUNDING ALLOCATIONS.....	12
5.3	CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S).....	13
5.4	ASSUMPTION OR TAKEOVER.....	14
5.5	LIMITATIONS ON USE OF CONTRACT FUNDS.....	14
5.6	75% OF CONTRACT AUTHORIZATION.....	16
5.7	NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT.....	16
5.8	OTHER CONTRACTS.....	16
5.9	JOINT FUNDING REVENUES.....	16
5.10	INVOICES AND PAYMENTS.....	17
5.11	COST OF LIVING ADJUSTMENTS.....	22
5.12	INTENTIONALLY OMITTED.....	23
5.13	CONTRACTOR INDIRECT COSTS.....	23
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT - COUNTY.....</b>	<b>23</b>
6.1	COUNTY ADMINISTRATION.....	23
6.2	COUNTY'S CONTRACT MANAGER.....	23
6.3	COUNTY'S PROGRAM MANAGER.....	24
6.4	COUNTY'S COMPLIANCE MANAGER.....	24
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR.....</b>	<b>24</b>
7.1	CONTRACTOR ADMINISTRATION.....	24
7.2	CONTRACTOR'S PROJECT MANAGER.....	24
7.3	APPROVAL OF CONTRACTOR'S STAFF.....	25
7.4	CONTRACTOR'S STAFF IDENTIFICATION.....	25
7.5	BACKGROUND AND SECURITY INVESTIGATIONS.....	25
7.6	CONFIDENTIALITY.....	27
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS.....</b>	<b>29</b>
8.1	AMENDMENTS.....	29
8.2	ASSIGNMENT AND DELEGATION.....	30
8.3	AUTHORIZATION WARRANTY.....	30
8.4	BUDGET REDUCTIONS.....	31
8.5	COMPLAINTS.....	31

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.6	COMPLIANCE WITH APPLICABLE LAWS.....	32
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	33
8.8	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM.....	34
8.9	CONFLICT OF INTEREST.....	35
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST.....	36
8.11	CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS.....	36
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	36
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	39
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	39
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	39
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	40
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	40
8.18	FACSIMILE REPRESENTATIONS.....	40
8.19	FAIR LABOR STANDARDS.....	40
8.20	FORCE MAJEURE.....	41
8.21	GOVERNING LAW, JURISDICTION, AND VENUE.....	41
8.22	INDEPENDENT CONTRACTOR STATUS.....	41
8.23	INDEMNIFICATION.....	42
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE.....	42
8.25	INSURANCE COVERAGE.....	46
8.26	LIQUIDATED DAMAGES.....	48
8.27	MOST FAVORED PUBLIC ENTITY.....	50
8.28	NON-DISCRIMINATION AND AFFIRMATIVE ACTION.....	50
8.29	NON-EXCLUSIVITY.....	51
8.30	NOTICE OF DELAYS.....	51
8.31	NOTICE OF DISPUTES.....	51
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	52
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	52
8.34	NOTICES.....	52
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	52
8.36	PUBLIC RECORDS ACT.....	52
8.37	PUBLICITY.....	53
8.38	RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT.....	53
8.39	RECYCLED BOND PAPER.....	58
8.40	SUBCONTRACTING.....	58
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	60
8.42	TERMINATION FOR CONVENIENCE.....	60
8.43	TERMINATION FOR DEFAULT.....	61
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	62
8.45	TERMINATION FOR INSOLVENCY.....	62
8.46	TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE.....	63
8.47	TERMINATION FOR NON - APPROPRIATION OF FUNDS.....	63

## TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.48	VALIDITY.....	63
8.49	WAIVER.....	63
8.50	WARRANTY AGAINST CONTINGENT FEES.....	64
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	64
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	64
8.53	TIME OFF FOR VOTING.....	64
8.54	MINIMUM WAGE REQUIREMENTS.....	65
<b>9.0</b>	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>67</b>
9.1	ALLEGATIONS OF FRAUD AND/OR ABUSE.....	67
9.2	AMERICANS WITH DISABILITIES ACT (ADA).....	68
9.3	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	69
9.4	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA").....	69
9.5	FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES.....	69
9.6	LIMITATION ON CORPORATE ACTS.....	70
9.7	LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	70
9.8	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	71
9.9	MODIFICATIONS.....	71
9.10	NEPOTISM.....	73
9.11	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT.....	73
9.12	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	75
9.13	PROBATION AND SUSPENSION.....	75
9.14	TRANSITION OF CONTRACT SERVICES.....	77
9.15	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	79
9.16	TRAVEL EXPENSES.....	80
9.17	DRUG-FREE WORKPLACE.....	80
9.18	INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS..	81
9.19	REMEDIES FOR NON-COMPLIANCE.....	94
9.20	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	95
9.21	PAYMENT AND PERFORMANCE GUARANTIES.....	96
9.22	CONTRACT DOCUMENT DELIVERABLES.....	98
9.23	FISCAL REPORTING REQUIREMENTS.....	104
9.24	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR AWARD MANAGEMENT (SAM).....	108
9.25	UNUSUAL OCCURRENCES AND CRIME.....	109

SIGNATURES

|  
|  
|  
|  
|

## **TABLE OF CONTENTS**

### **STANDARD EXHIBITS**

Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work)

Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work)

Exhibit A3 (WIOA Veterans' AJCC Statement of Work)

Exhibit A4 (WIOA Rapid Response Program Statement of Work)

Exhibit B (Intentionally Omitted)

Exhibit C (Intentionally Omitted)

Exhibit D (Contractor's Equal Employment Opportunity Certification)

Exhibit E (County's Administration)

Exhibit F (Contractor's Administration)

Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)

Exhibit G2 (Intentionally Omitted)

Exhibit G3 (Intentionally Omitted)

Exhibit H (Jury Service Ordinance)

Exhibit I (Safely Surrendered Baby Law Fact Sheet)

### **UNIQUE EXHIBITS - COUNTYWIDE**

Exhibit J (Intentionally Omitted)

Exhibit K (Intentionally Omitted)

Exhibit L (Intentionally Omitted)

Exhibit M1 (Intentionally Omitted)

Exhibit M2 (Intentionally Omitted)

Exhibit M3 (Intentionally Omitted)

Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

## TABLE OF CONTENTS

Exhibit O (Charitable Contributions Certification)

### UNIQUE DEPARTMENT EXHIBITS

Exhibit P (Definitions)

Exhibit Q (Accounting, Administration and Reporting Requirements)

Exhibit R (Joint Funding Revenue Disclosure)

Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies)

Exhibit T (Inventory Control Form)

Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)

Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)

Exhibit W (AJCC and Affiliate Budget)

Exhibit X1 (Santa Clarita AJCC and Pitchess Affiliate Performance Measures and Goals)

Exhibit X2 (Veterans' Program AJCC Performance Measures and Goals)

Exhibit X3 (Comprehensive AJCC Performance Measures and Goals)

Exhibit X4 (South Los Angeles AJCC and Westside AJCC Performance Measures and Goals)

Exhibit Y (List of Subcontracts)

Exhibit Z (Cost Allocation Plan)

## RECITALS

This Contract, which includes its Exhibits, is made and entered into this [ @ Contract Date @ ] by and between the parties below:

County of Los Angeles  
Community and Senior Services  
("County")

County's Business Address:  
3175 West Sixth Street  
Los Angeles, Ca 90020

and

[ @ Supplier Name @ ]  
("Contractor")

Contractor's Business Address:  
[ @ Supplier Address Line1 @ ]  
[ @ Supplier City @ ], Ca [ @ Supplier Zip Code @ ]

WHEREAS, pursuant to the California Government Code Section 26227, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, on July 2, 2014, President Obama signed the Workforce Innovation and Opportunity Act (Public Law 113-128) into law. The Workforce Innovation and Opportunity Act legislation supersedes the Workforce Investment Act of 1998; and

WHEREAS, pursuant to the Workforce Innovation and Opportunity Act [Title I (Workforce Development Activities)], the State of California Employment Development Department ("State") is authorized to administer elements of the Workforce Innovation and Opportunity Act ("WIOA") as it relates to the provision of comprehensive workforce development, training and employment services to adults, dislocated workers, youth, as well as the rapid response services in the event of layoff or closures and workforce services to veterans and their eligible spouses; and

WHEREAS, the WIOA was enacted to create centers that enable residents of Los Angeles County to find the help they need in the areas of job training, employment services, and other related support services in one location; and

WHEREAS, County has established its America's Job Centers of California System ("AJCC" or "Program") that serves as an all-inclusive access point to education and training programs that provide demand-driven skills attainment, especially for individuals with barriers to employment; and

WHEREAS, County has entered into an agreement with State wherein State has authorized County to oversee the Program services as defined in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work) and Exhibit A4 (WIOA Rapid Response Program Statement of Work) ("Program Services" or "Services") and provide Services to Clients who are defined in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work),



Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work) and Exhibit A4 (WIOA Rapid Response Program Statement of Work); and

WHEREAS, the Program Services shall be governed by the following regulations: WIOA and all regulations, directives and Program memoranda thereto which are promulgated by the United States Department of Labor Employment and Training Administration, State and County; and

WHEREAS, County has received funding to establish, implement and oversee Program Services and such funding has been authorized by the following regulations: WIOA Title I Subtitle B (Workforce Investment Activities and Providers) Chapter 3 (Adult and Dislocated Worker Employment and Training Activities); and WIOA Title I Subtitle B (Workforce Investment Activities and Providers) Chapter 2 (Youth Workforce Investment Activities); and

WHEREAS, County shall implement and oversee the Program Services within its jurisdictional boundaries and, to this end, County has procured Contractor in order to enter into this Contract with Contractor whereby Contractor shall provide these Services in accordance with all regulations, directives and Program memoranda (and all amendments thereto) which are promulgated by Federal, State and County authorities; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide such Services; and

WHEREAS, Contractor further warrants that throughout the entirety of this Contract, Contractor shall establish and implement written administrative, management and personnel policies and procedures to govern the management and administration of the Program in order to ensure that all goals and objectives are achieved as contracted; and

WHEREAS, on [Board Date], the Los Angeles County Board of Supervisors authorized the Director of County of Los Angeles Community and Senior Services ("County's Department Head") or his/her designee to enter, execute and administer this Contract.

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

## **1.0 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A1, A2, A3, A4, D, E, F, G1, H, I, N, O, P, Q, R, S, T, U, V, W, X1, X2, X3, X4, Y, and Z are attached to and form a part of this Contract. This Contract constitutes the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.
- 1.2 Contractor's Proposal submitted in response to the [@ Program Name @] Request for Proposals (RFP) is incorporated and made part of this Contract. Contractor's misrepresentation of any required element in its Proposal submitted in response to the RFP shall be considered an event of default and this Contract may be terminated in whole or in part pursuant to available remedies provided in Subparagraph 8.43 (Termination for Default).
- 1.3 The headings, page numbers, Paragraph and Subparagraph numbers contained in this Contract are for convenience and reference only and are not



intended to define the scope of any provision herein.

- 1.4 References in this Contract to Federal, State, County and/or other governmental laws, rules, regulations, ordinances, guidelines, directives and Program memoranda shall mean such laws, rules, regulations, ordinances, guidelines, directives and Program memoranda as amended, revised and/or modified from time to time. To access current County directives, contact your assigned Contract Analyst or visit County's website at: <http://css.lacounty.gov/programs/program-directives/>.
- 1.5 Unless expressly stated otherwise, all approvals, consents and determinations made by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agent authorized to provide such approval or consent.
- 1.6 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, Service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to this Contract and then to the Exhibits according to the following priority:
- 1.6.1 Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work)
  - 1.6.2 Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work)
  - 1.6.3 Exhibit A3 (WIOA Veterans' AJCC Statement of Work)
  - 1.6.4 Exhibit A4 (WIOA Rapid Response Program Statement of Work)
  - 1.6.5 Exhibit D (Contractor's Equal Employment Opportunity Certification)
  - 1.6.6 Exhibit E (County's Administration)
  - 1.6.7 Exhibit F (Contractor's Administration)
  - 1.6.8 Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement)
  - 1.6.9 Exhibit H (Jury Service Ordinance)
  - 1.6.10 Exhibit I (Safely Surrendered Baby Law)
  - 1.6.11 Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))
  - 1.6.12 Exhibit O (Charitable Contributions Certification)
  - 1.6.13 Exhibit P (Definitions)
  - 1.6.14 Exhibit Q (Accounting, Administration and Reporting Requirements)

- 1.6.15 Exhibit R (Joint Funding Revenue Disclosure)
- 1.6.16 Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies )
- 1.6.17 Exhibit T (Inventory Control Form)
- 1.6.18 Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program)
- 1.6.19 Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use)
- 1.6.20 Exhibit W (AJCC and Affiliate Budget)
- 1.6.21 Exhibit X1 (Santa Clarita AJCC and Pitchess Affiliate Performance Measures and Goals)
- 1.6.22 Exhibit X2 (Veterans' Program AJCC Performance Measures and Goals)
- 1.6.23 Exhibit X3 (Comprehensive AJCC Performance Measures and Goals)
- 1.6.24 Exhibit X4 (South Los Angeles AJCC and Westside AJCC Performance Measures and Goals)
- 1.6.25 Exhibit Y (List of Subcontracts)
- 1.6.26 Exhibit Z (Cost Allocation Plan)

## **2.0 DEFINITIONS AND HEADINGS**

- 2.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Exhibit P (Definitions) provides the meaning of key words used herein. These definitions shall be construed to have the meaning provided, unless otherwise apparent from the context in which they are used, or specifically noted herein.

## **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, Services and other work as set forth herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, Services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 In the performance of this Contract, Contractor shall comply with the following (which may be amended, modified or revised from time to time by County and/or other funding authorities): all terms and conditions of this Contract (including all terms contained in the Exhibits hereto) as well as those imposed and required by County and/or other funding authorities; all Program provisions; implementing regulations; grant requirements; and, all relevant

rules and policies.

- 3.4 Contractor acknowledges time is of the essence in the provision and completion of the Work provided to County as stipulated in this Contract, as is the timely conveyance of reporting deliverables to County, as also stipulated in this Contract.
- 3.5 Contractor's performance under the requirements of this Contract will be evaluated during each Fiscal Year or Program Year. Contractor shall provide 100% of Services and expend 100% of the Contract Grant Funds as stated in Paragraph 5.0 (Contract Sum); Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit W (AJCC and Affiliate Budget); Exhibit X1 (Santa Clarita AJCC and Pitchess Affiliate Performance Measures and Goals); Exhibit X2 (Veterans' Program AJCC Performance Measures and Goals); Exhibit X3 (Comprehensive AJCC Performance Measures and Goals) and Exhibit X4 (South Los Angeles AJCC and Westside AJCC Performance Measures and Goals). County, at its discretion, may adjust Contractor's Funds allocated for the following Fiscal Year or Program Year to more accurately reflect Contractor's level of performance/expenditure.
- 3.6 At County's request, Contractor shall complete a new Exhibit W (AJCC and Affiliate Budget), Exhibit X1 (Santa Clarita AJCC and Pitchess Affiliate Performance Measures and Goals), Exhibit X2 (Veterans' Program AJCC Performance Measures and Goals), Exhibit X3 (Comprehensive AJCC Performance Measures and Goals), Exhibit X4 (South Los Angeles AJCC and Westside AJCC Performance Measures and Goals), and submit them to County prior to the beginning of each Fiscal Year or Program Year.
- 3.7 Contractor acknowledges that this Contract includes performance requirements standards which are provided in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart) and Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart). These standards will measure Contractor's performance of the Program requirements. Contractor shall adhere to the required standards and the corresponding acceptable quality level identified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart) and Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart).
- 3.8 Intentionally Omitted

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract will operate on County's Fiscal Year period as defined in Exhibit P (Definitions). The term of this Contract for each Program

Service shall be as follows:

- 4.1.1 **WIOA Title I Adult and Dislocated Worker Program Services:** The term of the WIOA Title I Adult and Dislocated Worker Program Services shall be two (2) years and six (6) months, commencing on January 1, 2017, upon execution of this Contract by the parties, and shall continue through June 30, 2019, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The first FY 2016-17 (January 1, 2017 - June 30, 2017) shall be based on a six (6) month period. The remaining FYs 2017-18 (July 1, 2017 - June 30, 2018) and 2018-19 (July 1, 2018 - June 30, 2019) will be based on a twelve (12) month period, respectively.
- 4.1.2 **Los Angeles County Youth@Work Program Services:** The term of the Los Angeles County Youth@Work Program Services shall be two (2) years and six (6) months, commencing on January 1, 2017, upon execution of this Contract by the parties, and shall continue through June 30, 2019, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The first FY 2016-17 (January 1, 2017 - June 30, 2017) shall be based on a six (6) month period. The remaining FYs 2017-18 (July 1, 2017 - June 30, 2018) and 2018-19 (July 1, 2018 - June 30, 2019) will be based on a twelve (12) month period, respectively.
- 4.1.3 **WIOA Veterans AJCC Program Services:** The term of the WIOA Veterans AJCC Program Services shall be two (2) years and six (6) months, commencing on January 1, 2017, upon execution of this Contract by the parties, and shall continue through June 30, 2019, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The first FY 2016-17 (January 1, 2017 - June 30, 2017) shall be based on a six (6) month period. The remaining FYs 2017-18 (July 1, 2017 - June 30, 2018) and 2018-19 (July 1, 2018 - June 30, 2019) will be based on a twelve (12) month period, respectively.
- 4.1.4 **WIOA Rapid Response Program Services:** The term of the WIOA Rapid Response Program Services shall be two (2) years and six (6) months, commencing on January 1, 2017, upon execution of this Contract by the parties, and shall continue through June 30, 2019, unless sooner terminated or extended in writing by County, in whole or in part, as provided in this Contract. The first FY 2016-17 (January 1, 2017 - June 30, 2017) shall be based on a six (6) month period. The remaining FYs 2017-18 (July 1, 2017 - June 30, 2018) and 2018-19 (July 1, 2018 - June 30, 2019) will be based on a twelve (12) month period, respectively.
- 4.2 Following the initial term as set forth in Subparagraph 4.1 above, County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods for a maximum total Contract term of four (4) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of County's Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 Contractor acknowledges County maintains databases that track/monitor

Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

- 4.4 Contractor shall notify County when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

## **5.0 CONTRACT SUM**

### **5.1 COST REIMBURSEMENT CONTRACT**

- 5.1.1 County and Contractor agree that this is a cost reimbursement Contract. County and Contractor further agree that all expenditures represent Contractor's true, actual and supported costs which are incurred solely for providing Services hereunder. For purposes of this Contract, such true/actual costs are those costs which are net of any applicable credits including, but not limited to, discounts, refunds, adjustments, rebates, allowances, etc. and are inclusive of any taxes, delivery/shipping charges, etc. County shall reimburse Contractor for supplying the Services as set forth in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Exhibit A4 (WIOA Rapid Response Program Statement of Work), and Exhibit W (AJCC and Affiliate Budget). In the event that County or any of its duly authorized representatives (including, but not limited to, Federal, State and other County agents) notes any discrepancy(ies) between Contractor's true/actual costs and the costs which have been reimbursed to Contractor then County shall remedy such discrepancy(ies) at County's sole discretion.

- 5.1.2 Contractor shall track all Contract Funds. Contractor shall provide a tracking of Contract Funds during an audit as indicated in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

### **5.2 FUNDING ALLOCATIONS**

#### **5.2.1 Maximum Contract Sum**

- 5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds" or "Contract Grant Funds"). Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal Year (hereafter "Maximum Annual Contract Sum"). The Maximum Annual Contract Sum for the first Fiscal Year of this Contract is \$[ @ Year 1 Annual Sum @]. The Maximum Annual Contract Sum for each Fiscal Year following the first Fiscal Year is projected to remain at the level of \$[ @ Year 1 Annual Sum @]. The combined total of all Maximum Annual Contract Sums to be allocated during the term of this Contract is estimated to be \$[ @ Maximum Contract Sum @] (hereafter "Maximum Contract Sum"). Contractor acknowledges that both the projected funding for

each year after the first year and the projected combined total of all Maximum Annual Contract Sums are estimates only.

- 5.2.1.2 Pursuant to Subparagraph 8.1 (Amendments), County may amend this Contract upon occurrence of any changes to the Contract Funds. Future allocations of Contract Funds will be contingent upon Contractor's level of performance/expenditure and the availability and appropriation of funds from Federal, State and/or local authorities and such Funds may be subsequently adjusted to reflect available funding.

**5.2.2 Year 1 Maximum Annual Contract Sum Funding Source(s)**

- 5.2.2.1 The Maximum Annual Contract Sum for the first Fiscal Year of this Contract (hereafter "Year 1") is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.
- 5.2.2.2 WIOA Title I Subtitle B Chapter 3 Adult Program funds: \$[@ Year 1 Annual Sum (WIA Adult) @]
- 5.2.2.3 WIOA Title I Subtitle B Chapter 3 Dislocated Worker Program funds: \$[@ Year 1 Annual Sum (WIA DW) @]
- 5.2.2.4 WIOA Title I Subtitle B Chapter 2 Youth Program funds: \$[@ Year 1 Contract Sum (WIA/Youth) @]
- 5.2.2.5 WIOA Title I Veterans Program funds: \$[@ Year 1 Annual Sum (WIOA Veterans) @]
- 5.2.2.6 WIOA Title I Rapid Response Program funds: \$[@ Year 1 Annual Sum (WIA RR) @]

**5.3 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) PROGRAM NUMBER(S)**

- 5.3.1 Contract Funds, either in whole or in part, are identified as Federal monies. The Federal portion(s) of the Contract Funds has been assigned both a CFDA program number (which identifies and describes the Federal assistance that is available to various entities) and a Federal Grantor office (which provides oversight and administration for these Federal monies). When Contractor and its subcontractor(s), if any, are being audited by an independent auditor, Contractor shall provide the following CFDA program information to the independent auditor: CFDA program number; and, name of the assigned Federal Grantor office. This CFDA program information is outlined herein and is only available for the Federal portion(s) of the Contract Funds. In the event that the CFDA program information is not listed herein for all of the Federal monies included in the Contract Funds then the excluded monies are not Federal monies and therefore the CFDA program

information is not applicable to them.

**5.3.2 CFDA Program Number(s) and Federal Grantor Funding Source(s)**

5.3.2.1 The CFDA program number for the WIOA Title I Subtitle B Chapter 3 Adult Program portion of the Contract Funds is **17.258 - WIOA Adult Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

5.3.2.2 The CFDA program number for the WIOA Title I Subtitle B Chapter 3 Dislocated Worker Program and Rapid Response Program portions of the Contract Funds is **17.278 - WIOA Dislocated Worker Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

5.3.2.3 The CFDA program number for the WIOA Title I Subtitle B Chapter 2 Youth Program portion of the Contract Funds is **17.259 - WIOA Youth Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Employment Training Administration**.

5.3.2.4 The CFDA program number for the Veterans Workforce Investment Program (VWIP) portion of the Contract Funds is **17.802 - Veterans' Employment Program**. The Federal Grantor funding source for these Contract Funds is the **United States Department of Labor, Veterans' Employment and Training Service**.

**5.4 ASSUMPTION OR TAKEOVER**

5.4.1 Contractor shall not be entitled to payment or reimbursement for any tasks or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with County's express prior written approval.

**5.5 LIMITATIONS ON USE OF CONTRACT FUNDS**

5.5.1 Contract Funds may only be used for the purposes set forth herein, and must be consistent with the statutory authority for the Program.

5.5.2 Expenditures made by Contractor in the operation of this Contract shall be in compliance and in conformity with Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). Contractor shall comply with the Administrative Requirements and Cost



Principles which are outlined in Exhibit Q (Accounting, Administration and Reporting Requirements), and shall adhere to the strict administrative and fiscal standards described therein. Contractor shall be responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.), which is available via the Internet at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

### **5.5.3 Limitations on Contract Sums**

5.5.3.1 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Contract Sum. Any expenditures that exceed the Maximum Contract Sum shall become the sole fiscal responsibility of Contractor.

5.5.3.2 Contractor shall not be paid for any Contract expenditures that exceed the Maximum Annual Contract Sum. County has no obligation, whatsoever, to pay for any expenditures that exceed the Maximum Annual Contract Sum. Any expenditures that exceed the Maximum Annual Contract Sum shall become the sole fiscal responsibility of Contractor. Contractor shall only expend Contract Funds during the Fiscal Year or Program Year for which it is allocated. When Contractor does not expend funding up to the Maximum Annual Contract Sum appropriated for the Fiscal Year or Program Year, that unspent amount will not carry forward (or roll-over) to the following Fiscal Year or Program Year.

### **5.5.4 Prohibitions on Contract Funds**

5.5.4.1 Contractor shall comply with Public Law (PL) 101-121 (31 USC 1352), its amendments or revisions, and any implementing regulations, prohibiting the use of Federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. Contractor shall also comply with all certification and disclosure requirements of PL 101-121, its amendments, revisions, and implementing regulations, and shall provide assurance that all subcontractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

5.5.4.2 No materials, property, or Services contributed to County or Contractor under this Contract shall be used in the performance of any of the following: any political activity; the election of any candidate or the defeat of any candidate for public office; and, no materials, property, or Services contributed to County or Contractor under

this Contract shall be used for the transportation of any voters or prospective voters to polls or other similar assistance in connection with an election or any voter registration activity.

5.5.4.3 Contract Funds may not be used for matching funds for any Federal, State, County or local grants/cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings.

5.5.4.4 Contract Funds may not be used to sue the Federal government or any other government entity.

5.5.4.5 Pre-award costs are not an allowable use for Contract Funds.

**5.6 75% OF CONTRACT AUTHORIZATION**

5.6.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract (the Maximum Annual Contract Sum and the Maximum Contract Sum). Upon occurrence of this event, Contractor shall send written notification to County's Contract Manager at the address herein provided in Exhibit E (County's Administration).

**5.7 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT**

5.7.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County's Contract Manager and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration or termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.8 OTHER CONTRACTS**

5.8.1 Contractor shall immediately notify County's Contract Manager in writing of any contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract. A copy of any such contracts shall be kept on file at Contractor's offices and shall be provided to County upon request. Contractor shall also immediately notify County's Contract Manager in writing of any default, termination, or finding of withheld payments under such contracts between Contractor and other public or private organizations which directly impact activities funded under this Contract.

5.8.2 Contractor warrants that no other funding source will be billed for Services that are provided to and paid for by County under this Contract.

**5.9 JOINT FUNDING REVENUES**

5.9.1 Funds made available under this Contract shall supplement and not supplant any other Federal, State or local funds expended by

Contractor to provide Program Services. Contractor certifies that it has applied, or expects to apply, to offset in whole or in part, any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. To this end, Contractor shall complete Exhibit R (Joint Funding Revenue Disclosure) prior to the commencement of this Contract (and annually thereafter). Contractor shall submit the completed Exhibit R (Joint Funding Revenue Disclosure) to County's Contract Manager in the time and manner as designated by County.

## **5.10 INVOICES AND PAYMENTS**

- 5.10.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, Services, and other work specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Exhibit A4 (WIOA Rapid Response Program Statement of Work) and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Each invoice shall be based on actual expenditures and Contractor shall not submit an invoice based on budgeted or estimated costs (i.e., Contractor shall not submit an invoice based on 1/12th of either its Maximum Annual Contract Sum or its Maximum Contract Sum). Payments to Contractor shall be based on the information provided by Contractor as established in Exhibit W (AJCC and Affiliate Budget) for the Fiscal Year identified therein, and Contractor shall be paid only for the tasks, deliverables, goods, Services, budgeted items and other work approved in writing by County. If County does not approve the Work in writing, no payment shall be due to Contractor for that Work.
- 5.10.2 Contractor's invoices shall be priced in accordance with the information provided in Exhibit W (AJCC and Affiliate Budget) for the Fiscal Year identified therein.
- 5.10.3 Contractor's invoices shall contain the information set forth in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Exhibit A4 (WIOA Rapid Response Program Statement of Work) and Exhibit W (AJCC and Affiliate Budget) for the Fiscal Year identified therein, describing the tasks, deliverables, goods, Services, Work hours, budgeted items and facility and/or other work for which payment is claimed.
- 5.10.4 **Submission of Invoices**
- 5.10.4.1 Contractor shall prepare monthly invoices, along with any necessary supporting documentation for each invoice, for Contractor's Work performed under the requirements of this Contract. Upon direction of County, Contractor shall provide all support documentation required by County, including, but not limited to, vendor invoices,

receipts of payment, bank statements, and/or bank registers. All supporting documentation must be able to justify the costs invoiced and be submitted to County within thirty (30) days following the date the corresponding monthly invoice is submitted. County reserves the right to require Contractor to upload all required support documentation using County's Information Technology Systems (ITS) which may include the Contract Management System (CMS) - Contractor's Gateway or via other ITS identified by County. Contractor shall submit all invoices to County in the form and manner as directed by County by the 10th calendar day of the month following the month of Service (e.g., Contractor shall submit an invoice for Services provided in October by November 10th for reimbursement). Contractor shall also submit the final, year-end invoice to County no later than the 10th calendar day of the month following the month in which final Services were provided during the Fiscal Year. In both instances, when the 10th calendar day falls on a non-business day (Saturday, Sunday or Los Angeles County holiday), Contractor shall submit the invoice by the following business day. County reserves the right to modify in writing the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines.

- 5.10.4.2 Contractor shall submit an invoice for each month of Service as directed above and invoices shall be submitted in chronological order (e.g., July, August, September, etc.). For example, Contractor shall not submit the September invoice unless the August invoice was previously submitted by the 10th calendar day following the month of August. County will not be under any obligation to pay any invoice that is submitted out of chronological order until Contractor takes the appropriate measures to adhere to these requirements.
- 5.10.4.3 When Contractor does not incur any expenditures for the month of Service, Contractor shall prepare an invoice as directed by County so that the invoice reflects zero (\$0) expenditures. Contractor shall submit the invoice according to the procedures outlined herein and as further directed by County.
- 5.10.4.4 Contractor is responsible for the accuracy of invoices submitted to County. Contractor shall reconcile its invoices and correct inaccuracies or inconsistencies in the invoices it submits to County. Contractor and County agree as follows:

5.10.4.4.1 When County or its designee discovers that Contractor has been overpaid, County will send Contractor written notification to request return of the overpayment. Overpayment includes, but is not limited to, payment(s) made to Contractor that exceeds either the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall return such overpayment to County within thirty (30) days of receiving County's written notification.

5.10.4.4.2 When Contractor receives or discovers any overpayment from County, Contractor shall immediately notify County's Compliance Manager in writing of such overpayment. Contractor shall immediately return such overpayment to County's Compliance Manager within thirty (30) days of receiving or discovering the overpayment.

5.10.4.4.3 At County's sole election, overpayment made to Contractor may be used to offset future payments due Contractor.

5.10.4.5 Contractor shall submit a complete, accurate, verifiable and timely invoice for each month of Service as directed above. Contractor shall also submit a complete, accurate, verifiable and timely final year-end invoice as also directed above. Contractor's failure to comply with these requirements may result in delayed processing of payment(s). Any invoice which does not adhere to County's requirements may be rejected at County's sole discretion. Contractor's continued non-compliance with County's invoicing policies and procedures may lend Contractor to remedies which County may impose at County's sole discretion.

#### **5.10.5 County Approval of Invoices**

5.10.5.1 All invoices submitted by Contractor for payment must have the written approval of County's Contract Manager or designee prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.10.5.2 County will review Contractor's supporting documentation for its invoice and reconcile between the invoice and the supporting documentation. County will also use the supporting documentation

to confirm that all of Contractor's costs reported on the invoice have been paid. County will communicate any discrepancies with Contractor to acquire additional information, if needed. This will ensure that any questioned cost(s) is addressed before the cost(s) becomes disallowed. In the event Contractor is not able to substantiate the cost(s), Contractor will have to repay County for all unsubstantiated costs, Contractor may be removed from eligibility for future cash advances (if cash advances are allowed under this Contract), Contractor's payments may be suspended, and/or County may impose other remedies deemed appropriate by County.

#### **5.10.6 Payments to Contractor**

5.10.6.1 In accordance with the invoicing policies and procedures set forth in this Contract as well as those provided by County, County agrees to pay Contractor for the satisfactory provision of the Services identified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Exhibit A4 (WIOA Rapid Response Program Statement of Work) and any amendments, addendums or modifications thereto. Such payment shall not exceed the amount(s) indicated in Subparagraph 5.2 (Funding Allocations). All payments to Contractor will be made in arrears on a monthly basis for Services performed, provided that Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those Services expressly authorized by this Contract.

5.10.6.2 Payments to Contractor will be made within thirty (30) calendar days after receipt of an "undisputed invoice". For purposes of this Subparagraph, an undisputed invoice shall mean an invoice which does not contain errors and has been completed and submitted by Contractor pursuant to the requirements outlined herein and as directed by County. County has the final authority to determine whether or not an invoice is an undisputed invoice. Contractor shall promptly adhere to County's instructions for correcting an invoice that is not undisputed in order to prevent any delays in processing payment(s). Until Contractor submits an undisputed invoice, County will not be under any obligation to pay any invoice that is not submitted pursuant to the requirements outlined herein and as directed by County.

5.10.6.3 All payments for Services provided under the terms of this Contract shall be made to Contractor using Contractor's legal name and tax payer identification

number. Contractor shall not request payments to be made to third-party vendors (i.e., subcontractors) or any vendor which Contractor may use in the performance of this Contract. For purposes of this Contract, Contractor's legal name is identified as the name on Contractor's articles of incorporation, charter or other legal document that was used to create Contractor's organization.

**5.10.6.4 Direct Deposit Requirements**

5.10.6.4.1 In an effort to reduce costs, Contractor shall receive payments through direct deposit and shall adhere to County's direct deposit requirements. Contractor shall complete a direct deposit authorization form and submit it to County's Contract Manager in the time and manner as prescribed by County.

**5.10.6.5 Past Due Invoice**

5.10.6.5.1 Any invoice submitted more than thirty (30) days after the last day of the month in which the Services were rendered shall constitute a "past due invoice". Notwithstanding any other provision of this Contract, Contractor and County agree that County shall have no obligation whatsoever to pay any past due invoices. County may, in its sole discretion, pay some or all of a past due invoice which Contractor has submitted, provided that sufficient funds remain available under this Contract.

**5.10.6.6 Intentionally Omitted**

5.10.7 Contractor's failure to timely submit Contract-related documents that are accurate and complete, as requested or required by County, may result in suspension of payments to Contractor or other remedies provided by law or this Contract. Such documents shall include, but are not limited to, the following:



- 5.10.7.1 Exhibit D (Contractor's Equal Employment Opportunity Certification); Exhibit F (Contractor's Administration); Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement); Exhibit O (Charitable Contributions Certification); Exhibit R (Joint Funding Revenue Disclosure); Exhibit T (Inventory Control Form); Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program); Exhibit W (AJCC and Affiliate Budget) for each Fiscal Year of the Contract term; Exhibit X1 (Santa Clarita AJCC and Pitchess Affiliate Performance Measures and Goals) for each Fiscal Year of the Contract term, Exhibit X2 (Veterans' Program AJCC Performance Measures and Goals) for each Fiscal Year of the Contract term, Exhibit X3 (Comprehensive AJCC Performance Measures and Goals) for each Fiscal Year of the Contract term, Exhibit X4 (South Los Angeles AJCC and Westside AJCC Performance Measures and Goals) for each Fiscal Year of the Contract term; Exhibit Y (List of Subcontracts); and Exhibit Z (Cost Allocation Plan);
- 5.10.7.2 Those documents outlined in Subparagraph 9.24 (Contract Document Deliverables) and Subparagraph 9.25 (Fiscal Reporting Requirements).

**5.10.8 Local Small Business Enterprise (Local SBE) - Prompt Payment Program**

- 5.10.8.1 It is the intent of County that Certified Local SBEs will receive prompt payment for Services they provide to County. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice that has been properly matched against a receiving or shipping document, service deliverable or payment schedule, or any other validation of receipt document.

**5.11 COST OF LIVING ADJUSTMENTS**

- 5.11.1 If requested by Contractor, the Contract hourly, daily, monthly or Unit Rate amount may at the sole discretion of County, be increased annually based on the most recent published percentage change in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County area for the twelve (12) month period preceding the Contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County of Los Angeles employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Where County decides to grant a COLA pursuant to this Subparagraph for living wage contracts, County

may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing Services under this Contract) from the base upon which a COLA is calculated, unless Contractor can show that its labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties. At no time shall any increase in the Contract hourly, daily, monthly or Unit Rate amount, or COLA adjustment, ever result in the Contract Sum exceeding the Maximum Annual Contract Sum or Maximum Contract Sum.

**5.12 INTENTIONALLY OMITTED**

**5.13 CONTRACTOR INDIRECT COSTS**

5.13.1 The maximum amount of indirect costs that is payable under this Contract is ten percent (10%) of the Contract Grant Funds for WIOA Title I Program Services. Contractor shall not charge indirect costs exceeding the ten percent (10%) maximum to this Contract.

5.13.2 The requirements for indirect costs are further outlined in Exhibit Q (Accounting, Administration and Reporting Requirements) and CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards).

**6.0 ADMINISTRATION OF CONTRACT - COUNTY**

**6.1 COUNTY ADMINISTRATION**

6.1.1 A listing of all County Administration referenced in the following Subparagraphs is provided in Exhibit E (County's Administration). County will notify Contractor in writing of any change in the names or addresses shown.

**6.2 COUNTY'S CONTRACT MANAGER**

6.2.1 The role of County's Contract Manager or his/her designee may include:

6.2.1.1 coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.2.1.2 upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

6.2.1.3 making revisions which do not materially affect the terms and conditions of this Contract in accordance with Subparagraph 9.9 (Modifications); and

- 6.2.1.4 acting on behalf of County with respect to approval of subcontracts and subcontractor employees working on this Contract.

### **6.3 COUNTY'S PROGRAM MANAGER**

- 6.3.1 The role of County's Program Manager or his/her designee may include:

- 6.3.1.1 meeting with Contractor's Project Manager on a regular basis; and

- 6.3.1.2 inspecting any and all tasks, deliverables, goods, Services, or other work provided by or on behalf of Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

- 6.3.2 County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.4 COUNTY'S COMPLIANCE MANAGER**

- 6.4.1 The role of County's Compliance Manager or his/her designee may include:

- 6.4.1.1 verifying Contractor's compliance with the requirements of this Contract;

- 6.4.1.2 overseeing and monitoring the delivery of Services; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby;

- 6.4.1.3 ensuring that the objectives of this Contract are met.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR ADMINISTRATION**

- 7.1.1 A listing of all of Contractor's Administration referenced in the following Subparagraphs is provided in Exhibit F (Contractor's Administration). Contractor will notify County in writing of any change in the names or addresses shown.

### **7.2 CONTRACTOR'S PROJECT MANAGER**

- 7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor shall notify County's Contract Manager in writing of any change in the name or address of Contractor's Project Manager immediately upon occurrence of the change but no later than five (5) business days after the change is effective.

- 7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and

shall meet and coordinate with County's Contract Manager, County's Program Manager and County's Compliance Manager on a regular basis.

- 7.2.3 Contractor's Project Manager must have the qualifications and experience identified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), and Exhibit A4 (WIOA Rapid Response Program Statement of Work).

### **7.3 APPROVAL OF CONTRACTOR'S STAFF**

- 7.3.1 County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County's Program Manager with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 CONTRACTOR'S STAFF IDENTIFICATION**

- 7.4.1 Contractor shall provide, at Contractor's expense, all staff providing Services under this Contract with a photo identification badge (hereafter "badge"). The badge shall be developed in accordance with County's specifications. Contractor shall obtain approval for the format and content of the badge from County's Program Manager prior to Contractor creating, issuing, or implementing use of the badge.
- 7.4.2 Contractor's staff, while on duty or when entering County facilities or grounds, shall prominently display the badge on the upper part of the body. Contractor's staff may be asked by a County representative to leave a County facility if they do not have the photo identification badge on their person and Contractor's staff must immediately comply with such request.
- 7.4.3 Contractor shall notify County's Contract Manager within five (5) days when staff is terminated from working under this Contract. Contractor shall retrieve and immediately destroy the employee's badge upon the employee's termination of employment with Contractor.
- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and immediately destroy an employee's badge at the time the employee is removed from working on this Contract.

### **7.5 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.5.1 Each of Contractor's staff performing Services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform Services under this Contract. This background investigation should be conducted on an annual basis throughout the entire term of this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which

may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation. For purposes of this Contract, a sensitive position is one in which the duties pose a potential threat or risk to Client when performed by persons who have a criminal history incompatible with those duties, whether those persons are employees of Contractor or other individuals who perform Services on behalf of Contractor pursuant to this Contract. For Work performed under this Contract, sensitive positions include the following:

- 7.5.1.1 Positions that involve the care, oversight, or protection of persons through direct contact with such persons (e.g., social worker, case manager, etc.).
- 7.5.1.2 Positions having direct or indirect access to funds or negotiable instruments (e.g., finance manager, accountant, bookkeeper, etc.).
- 7.5.1.3 Positions that require State and/or professional licensing (e.g., Certified Public Accountant, etc.).
- 7.5.1.4 Positions that have access to confidential or classified information including criminal conviction information (e.g., human resources manager, etc.).
- 7.5.1.5 Positions that involve the care, oversight, or protection of County, public, or private property (e.g., property custodian, etc.).
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing Services under this Contract. Contractor shall comply with County's request at any time during the term of this Contract. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.4 No personnel employed by Contractor for this Contract shall be on active probation, currently on parole or have been on probation or parole within the last three (3) years.
- 7.5.5 Contractor and its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to

County's Program Manager. Contractor shall inform its staff, including all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with people in the course of their work, volunteer activity, or performance of a subcontract, providing Services under this Contract of said obligation. Contractor shall maintain records of criminal convictions and/or pending criminal trials in the file of each such person.

7.5.6 Contractor shall immediately notify County's Program Manager of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any Contractor staff, independent contractor, volunteer staff or subcontractor who may come in contact with children, elderly individuals or dependent adults while providing Services under this Contract when such information becomes known to Contractor. Contractor shall not engage or continue to engage the services of any person convicted of any crime involving harm to minors, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to, the offenses specified in the California Health and Safety Code Section 11590 (i.e., offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

7.5.7 Disqualification of any member of Contractor's staff pursuant to this Subparagraph 7.4 shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## 7.6 CONFIDENTIALITY

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph 7.5, Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by

County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall sign and also adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.5 **Unauthorized Disclosure**

7.6.5.1 Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

7.6.5.2 Contractor shall protect from unauthorized disclosure the names and other identifying information, concerning Clients receiving Program Services pursuant to this Contract, except for statistical information that does not identify any Client.

7.6.5.3 Contractor shall not use identifying information for any purpose other than carrying out Contractor's obligations under this Contract. Identifying information shall include, but is not limited to the following: name; identifying number; social security number; State driver's license or State identification number; financial account numbers; and symbol or other identifying characteristic assigned to Client, such as finger print, voice print or a photograph.

7.6.5.4 Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, divulge to any unauthorized person any data or identifying information obtained while performing Work pursuant to this Contract without prior written authorization from County. Contractor shall forward all requests for the release of any data or identifying information received to County's Program Manager. Contractor may be authorized, in writing, by Client to disclose identifying information specific to the authorizing Client.

7.6.5.5 Contractor may allow Client to authorize the release of information to specific entities, but shall not request or encourage Client to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from



## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which materially affects the Scope of Work, Contract Term, Contract Sum, payments, or any other term or condition included under this Contract, an Amendment to this Contract shall be prepared by County and executed by Contractor's Authorized Representative and by County's Department Head or his/her designee.
- 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Contract shall be prepared by County and executed by Contractor's Authorized Representative and by County's Department Head or his/her designee.
- 8.1.3 County's Department Head or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to this Contract shall be prepared by County and executed by Contractor's Authorized Representative and by County's Department Head or his/her designee.
- 8.1.4 The following events shall also warrant an Amendment to this Contract as described in this Subparagraph 8.1:
- 8.1.4.1 County may initiate a unilateral Amendment to this Contract at any time when required by Federal, State or County laws or policies, and shall immediately notify Contractor of said Amendment and the justification thereto.
- 8.1.4.2 To the extent that funding for the Program is eliminated or otherwise reduced, the Program is terminated or the Program is modified for any reason (such that funding is reduced or the Scope of Work is changed), County may in its sole discretion amend this Contract accordingly or move to terminate pursuant to the provisions in Subparagraph 8.42 (Termination for Convenience) without further liability for Services yet to be rendered by Contractor.
- 8.1.5 For any change which does not affect the Scope of Work performed under this Contract, the Contract Term or Contract Sum, and does not otherwise materially change any other term or condition under this Contract, County reserves the right to initiate such change(s) through a Change Notice. Such Change Notice shall be a written document that is prepared by County at

its sole discretion and is signed by County's Contract Manager or designee. A Change Notice will be used to communicate changes which do not warrant an amendment to this Contract. Such Change Notice shall be provided to Contractor at least ten (10) days prior to its effective date and Contractor shall adhere to the requirements as specified therein. Contractor's failure to comply with the Change Notice(s) may result in County imposing remedies including suspension of payment(s), termination of Contract or other remedies under this Contract as determined by County at its sole discretion.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its sole discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph 8.2, County consent shall require a written Amendment to this Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.3 AUTHORIZATION WARRANTY**

- 8.3.1 Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority ("Contractor's Authorized Representative").
- 8.3.2 Contractor's Authorized Representative must be available to County and/or County's duly authorized representatives during

the days and times specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work) and Exhibit A4 (WIOA Rapid Response Program Statement of Work). In the event that Contractor's Authorized Representative is not available during these specified days and times, he/she shall ensure that an appropriate designee is identified in writing to County's Contract Manager. Such designee shall have the ability and authority to act as a proxy on behalf of Contractor's Authorized Representative, and this authority must also be evidenced in writing by Contractor's Authorized Representative. Contractor's Authorized Representative shall further ensure that he/she can be contacted by his/her designee when Contractor's Authorized Representative is not available during the days and times specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work) and Exhibit A4 (WIOA Rapid Response Program Statement of Work).

#### **8.4 BUDGET REDUCTIONS**

- 8.4.1 In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year or Program Year and any subsequent Fiscal Year or Program Year during the term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Contract.

#### **8.5 COMPLAINTS**

- 8.5.1 Contractor shall develop, maintain and utilize procedures for receiving, investigating and responding to complaints. Within fifteen (15) business days after the Contract effective date, Contractor shall provide County's Program Manager with Contractor's policy for receiving, investigating and responding to Client complaints.
- 8.5.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County's Program Manager for approval before implementation.

- 8.5.5 Contractor shall preliminarily investigate all complaints and notify County's Program Manager of the status of the investigation within ten (10) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to County's Program Manager within five (5) business days of mailing to the complainant.
- 8.5.8 Contractor shall provide Client an opportunity to anonymously submit a grievance directly to County's Compliance Manager. Contractor shall ensure that the contact information of County's Compliance Manager is posted in a publicly accessible area and also provided to Client in writing.
- 8.5.9 Contractor shall provide County an opportunity to consider any grievance whether it is anonymously submitted to County by Client or if it's a grievance that cannot be resolved by Contractor. At County's sole discretion, County's written decision regarding the grievance shall be final and irrevocable.
- 8.5.10 At a minimum, Contractor shall incorporate (into its written grievance policies) the procedures and provisions of this Paragraph 8.5 as well as those outlined in both County's directive number LACOD-WIAD11-01 (as may be amended or superseded) and State's directive number WSD10-1 (as may be amended or superseded).

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, County and local laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda and procedures. Contractor shall also comply with all subsequent revisions, modifications, and administrative and statutory changes made thereto by Federal, State and County authorities. All provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, Program memoranda or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as

determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor's compliance with applicable laws and regulations includes, but is not limited to, adherence to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (Title 2 Code of Federal Regulations Part 200 et al.) and mandatory standards and policies relating to the following: State's energy efficiency regulations (the California Code of Regulations Title 24); the Clean Air Act, as amended (42 USC 7401 et seq.); the Water Pollution Prevention and Control provisions (33 USC 1251); the Clean Water Act/Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); and, Executive Order 11738. County reserves the right to review Contractor's procedures to ensure that they comply with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the Federal, State and County authorities, as applicable.

8.6.4 Contractor certifies that throughout the entirety of this Contract it shall comply with all Federal and State payroll tax rules and employer tax guides; Contractor shall pay all Federal and State payroll taxes; and, Contractor shall make all tax deposits required by Federal and State laws within the time limits required.

8.6.5 Contractor's failure to comply with such regulations, rules, ordinances, court rules, municipal laws, directives, policies, Program memoranda and procedures outlined in this Subparagraph 8.6 and/or the provisions, requirements or conditions of this Contract, including but not limited to, performance documentation, reporting, audit and evaluation requirements shall be material breach of this Contract and may result in termination of this Contract or other remedies available herein.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964 (42 USC 2000e - 2000e-17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's Equal Employment Opportunity Certification). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit D to County's Contract Manager in the time and manner as designated by County.

8.7.2 Notwithstanding any other provision of law and pursuant to the

requirements outlined in California Public Contract Code Section 10295.3, when the annual amount of this Contract is \$100,000 or more, Contractor shall not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, or discriminate between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminate between same-sex and different-sex domestic partners of employees or between same sex and different-sex spouses of employees. For purposes of this Subparagraph, "contract" includes contracts awarded by County to Contractor with a cumulative amount of \$100,000 or more for each Fiscal Year (where the contract funds originate from the State).

## **8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

8.8.1.1 This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (hereafter "Jury Service Program") as codified in Los Angeles County Code Sections 2.203.010 through 2.203.090, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

8.8.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Los Angeles County Code Section 2.203.020) or that Contractor qualifies for an exception to the Jury Service Program (Los Angeles County Code Section 2.203.070), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Subparagraph 8.8, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within

a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform Services for County under this Contract, the subcontractor shall also be subject to the provisions of this Subparagraph 8.8. The provisions of this Subparagraph 8.8, shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County's Contract Manager if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate, to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

8.8.2.4 Contractor's violation of this Subparagraph 8.8 of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

8.9.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.

8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts



to County's Compliance Manager. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON RE-EMPLOYMENT LIST**

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or to qualified former County employees who are on a re-employment list during the life of this Contract.

**8.11 CONSIDERATION OF HIRING GAIN AND GROW PARTICIPANTS**

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County of Los Angeles Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 Responsible Contractor**

8.12.1.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible contractors.

**8.12.2 Los Angeles County Code Chapter 2.202**

8.12.2.1 Contractor is hereby notified that, in accordance with Los Angeles County Code Chapter 2.202, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years

but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

**8.12.3 Non-responsible Contractor**

- 8.12.3.1 County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

**8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the

debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.5 Subcontractors of Contractor**

8.12.5.1 These terms shall also apply to subcontractors of County contractors.

8.12.6 Contractor hereby acknowledges that County is prohibited from contracting with and/or making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from

securing State-funded or Federally-funded contracts. During the term of this Contract, Contractor shall immediately notify County's Compliance Manager in writing should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing State-funded or Federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

**8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

8.13.1 Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County of Los Angeles Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Social Security Act (42 USC 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to the California Code of Civil Procedure Section 706.031 and the California Family Code Section 5246(b).

**8.15 COUNTY'S QUALITY ASSURANCE PLAN**

8.15.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The

report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

**8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL 99-603) as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

**8.18 FACSIMILE REPRESENTATIONS**

- 8.18.1 County and Contractor hereby agree to regard facsimile representations of original signatures (i.e., electronic signatures) of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

**8.19 FAIR LABOR STANDARDS**

- 8.19.1 Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by Contractor's employees for which County may be found jointly or solely liable.

**8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph 8.20 as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.20, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or Services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

**8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

- 8.21.1 This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction, including personal jurisdiction, of the courts of the State of California for all purposes regarding this Contract, and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

**8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose

whatsoever.

8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

8.22.4 Contractor shall adhere to the provisions stated in Subparagraph 7.5 (Confidentiality).

## **8.23 INDEMNIFICATION**

8.23.1 Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Subparagraph 8.24 and Subparagraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits ("Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County's Contract Manager at the address shown below and provided prior to commencing Services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County's Contract Manager not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000.00 dollars, and list any County required endorsement forms.

8.24.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Contract Manager  
3175 West Sixth Street  
Los Angeles, CA 90020

8.24.2.6 Contractor also shall promptly report to County's Program Manager any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County's Program Manager of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

**8.24.3 Additional Insured Status and Scope of Coverage**

8.24.3.1 County of Los Angeles, its Special Districts, Elected



Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Change(s) in Insurance**

8.24.4.1 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County's Contract Manager at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

8.24.5.1 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

8.24.6.1 Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.7 Contractor's Insurance Shall Be Primary**

- 8.24.7.1 Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- 8.24.8 **Waivers of Subrogation**
- 8.24.8.1 To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 8.24.9 **Subcontractor Insurance Coverage Requirements**
- 8.24.9.1 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- 8.24.10 **Deductibles and Self-Insured Retentions (SIRs)**
- 8.24.10.1 Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 8.24.11 **Claims Made Coverage**
- 8.24.11.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- 8.24.12 **Application of Excess Liability Coverage**
- 8.24.12.1 Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to

satisfy the Required Insurance provisions.

**8.24.13 Separation of Insureds**

8.24.13.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.14 Alternative Risk Financing Programs**

8.24.14.1 County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.15 County Review and Approval of Insurance Requirements**

8.24.15.1 County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 INSURANCE COVERAGE**

**8.25.1 Commercial General Liability**

8.25.1.1 Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations	\$1 million
Aggregate:	
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability**

8.25.2.1 Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability**

8.25.3.1 Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer

organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

**8.25.4 Crime Coverage**

**8.25.4.1** A Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

**8.25.5 Intentionally Omitted**

**8.25.6 Property Coverage**

**8.25.6.1** Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

**8.25.7 Sexual Misconduct Liability**

**8.25.7.1** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.25.8 Privacy and Network Security Coverage**

- 8.25.8.1 Privacy and Network Security coverage (Cyber Insurance) with limits of at least \$5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of County's Department Head, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County's Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by County's Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If County's Department Head or his/her designee determines that there are deficiencies in the performance of this Contract that County's Department Head or his/her designee deems are correctable by Contractor over a certain time span, County's Department Head or his/her designee will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County's Department Head or his/her designee may:
- 8.26.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly Contract Sum; and/or

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Contract Sum or as specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); or, when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be twenty-five percent (25%) of the Maximum Annual Contract Sum or as specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart). In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor; and/or

8.26.2.3 Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor recipient from County, as determined by County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

- 8.26.4 This Subparagraph 8.26 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart), or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein. This Subparagraph 8.26 may be assessed as an option. It does not preclude utilizing Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A3 (WIOA Veterans' AJCC Statement of Work), Attachment 2 (Performance Requirements Summary Chart); Exhibit A4 (WIOA Rapid Response Program Statement of Work), Attachment 2 (Performance Requirements Summary Chart) or assessing actual costs of the damage.

**8.27 MOST FAVORED PUBLIC ENTITY**

- 8.27.1 If Contractor's prices decline, or should Contractor at any time during the term of this Contract provide the same goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to County.

**8.28 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's Equal Employment Opportunity Certification).
- 8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during County's regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by County.
- 8.28.7 If County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON-EXCLUSIVITY**

- 8.29.1 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or Services from other entities or sources.

**8.30 NOTICE OF DELAYS**

- 8.30.1 Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

- 8.31.1 Contractor shall bring to the attention of County's Program Manager and/or County's Contract Manager any dispute between County and Contractor regarding the performance of



Services as stated in this Contract. If County's Program Manager or County's Contract Manager is not able to resolve the dispute, County's Department Head or his/her designee shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

8.32.1 Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015. Contractor shall obtain the most current version of IRS Notice 1015 on-line at the IRS website: [www.irs.gov](http://www.irs.gov).

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

8.33.1 Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law), of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E (County's Administration) and Exhibit F (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. County's Contract Manager or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

**8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

8.35.1 Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

**8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), as well as those documents which were required to be submitted in response to the solicitation used to procure this Contract, become the exclusive property of County.

All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (California Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the California Public Records Act.

## **8.37 PUBLICITY**

- 8.37.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its Services and related Clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Contract Manager. County shall not unreasonably withhold written consent.

- 8.37.2 Without the prior written consent of County, Contractor may indicate in its proposals and sales materials that it has been awarded this Contract with County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

- 8.37.3 Contractor shall not use or display the official seal of County of Los Angeles or the logo of Community and Senior Services on any of its letterhead or other communications with any debtor, or for any other reason, unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

## **8.38 RECORD RETENTION, INSPECTION AND AUDIT SETTLEMENT**

### **8.38.1 Record Retention Requirements**

- 8.38.1.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. Contractor shall also maintain

all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Contract. Contractor shall further maintain on file the entirety of this Contract, its amendments and/or addendums, modifications and all applicable laws, regulations, directives, Program memoranda and guidance which are hereby incorporated by reference. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Contract and during the authorized retention period as outlined below.

8.38.1.2 Contractor shall adhere to the requirements of the authorized retention period, which shall be the greater of the following: throughout the entire term of this Contract and no less than three (3) years after the expiration or termination of this Contract unless Contractor receives County's written permission to dispose of any such material prior to such time; until an audit of this Contract has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Contract, by Subparagraphs 8.38.2.2 and 8.38.2.3 or as County deems necessary (which shall be communicated to Contractor in writing).

8.38.1.3 All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1.4 After the authorized retention period has expired, Contractor shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality. Contractor shall obtain a certificate of destruction to substantiate that all confidential records have been securely destroyed. Contractor shall notify County's Contract Manager in writing within thirty (30) days after such records are destroyed. The certificate of destruction shall be provided to County's Contract Manager upon County's request.

## **8.38.2 Access to Records**

8.38.2.1 Contractor agrees that County and any of its duly

authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract any books, documents, papers and records of Contractor that are directly pertinent to this Contract (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Contract shall not be limited to the authorized retention period but shall last as long as the records are retained.

8.38.2.2 If this Contract (or any part thereof) is terminated, Contractor shall preserve and make all records, relating to the Work terminated, available during the authorized retention period of this Contract. Contractor shall ensure that any resource directories and all Client records remain the property of County upon termination of this Contract, and that they are returned to County or transferred to another contractor as instructed by County in writing.

8.38.2.3 In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.

8.38.2.4 County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Contract; when County determines that Contractor is at a high risk of ceasing its operations during any time within the Contract term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Contract, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of

disallowed costs.

**8.38.3 Monitoring Reviews**

8.38.3.1 Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators who are designated in Paragraph 6.0 (Administration of Contract-County). County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Contract. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's hours of operation. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph 8.38 shall also apply to subcontractors providing Services on behalf of Contractor.

8.38.3.2 County will monitor Contractor's Services provided under this Contract on a regular basis and County may conduct unannounced site visits to ensure Contractor's compliance with this Contract. County will summarize the results of the monitoring efforts in written reports, which shall be supported with documented evidence of follow-up actions taken to correct areas of non-compliance. Monitoring activities may include, but are not limited to interviewing Contractor employees and, when applicable, Clients; entering any premises or any site in which any of the Services or activities funded are being conducted or in which any records of Contractor are kept; etc. All information will be maintained in a confidential manner in accordance with any and all Federal, State and local laws.

8.38.3.3 Contractor shall be responsible for monitoring the activities of its subcontractor(s) providing Services. Contractor shall conduct on-site fiscal and program monitoring reviews which shall be documented and maintained on file according to the record retention requirements provided in this Subparagraph 8.38. Contractor shall ensure that subcontractor(s) adheres to all requirements for correcting areas of non-compliance, and implements the corrective action plan which has been approved by Contractor.

**8.38.4 Independent Audit Requirements**

8.38.4.1 Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (Title 2 Code of Federal Regulations Part 200.500 et seq.) requires that organizations which expend \$750,000 or more in a year in Federal awards, including pass-through awards, shall obtain an annual single audit. When Contractor's organization meets this requirement (as specified in Title 2 Code of Federal Regulations Part 200.500 et seq.), Contractor shall ensure that such audit shall be conducted by an independent auditor in accordance with the requirements outlined in Title 2 Code of Federal Regulations Part 200.500 et seq. (and any amendments or supplements thereto). Contractor shall submit an audit engagement letter as confirmation of the audit to be conducted by the independent auditor and such letter shall be submitted to County's Compliance Manager in the time and manner as directed by County. Upon auditor's completion of the single audit, Contractor shall obtain both the data collection form and the reporting package (i.e., auditor's report), as described in Title 2 Code of Federal Regulations Part 200.500 et seq., from the auditor for each audit period (i.e., each Fiscal Year or Program Year). Contractor shall submit a copy of the auditor's report to County's Compliance Manager within thirty (30) days after receipt of auditor's report but no later than nine (9) months following the end of the audit period.

8.38.4.2 When the requirements provided above for obtaining an annual audit do not apply to Contractor for any Fiscal Year (or Program Year), Contractor shall make its records available for review or audit by County and any of its duly authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives). Such review or audit may include but is not limited to financial audits, performance audits, evaluations, inspections, monitoring, etc. as determined by County and/or by any other oversight agency that is responsible for overseeing Contract Funds, the Program and Services. Contractor shall comply with the review and audit requirements which shall be identified in writing by County and/or its duly authorized representatives.

8.38.4.3 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Compliance Manager within thirty (30)

days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.4.4 If, at any time during the term of this Contract or during the authorized retention period of this Contract as noted in Subparagraph 8.38.1, representatives of County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand; or, b) at the sole option of County of Los Angeles Department of Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

**8.38.5 Failure to Comply With Requirements**

- 8.38.5.1 Failure on the part of Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

**8.39 RECYCLED BOND PAPER**

- 8.39.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at Los Angeles County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

**8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior consent of County shall be deemed a material breach of this Contract. Contractor shall provide a draft copy of the proposed subcontract to County's Contract Manager, and shall allow County a minimum of two (2) months (e.g., sixty (60) days) to complete its review process. As such, Contractor shall ensure that it provides the subcontract to County well in advance of its intended date to execute the subcontract (i.e., in order for Contractor to meet its target date for executing the subcontract, Contractor shall factor County's 2-month review process into its timeframe for executing the subcontract).

- 8.40.2 If Contractor desires to subcontract, Contractor shall complete Exhibit Y (List of Subcontracts) and at County's request shall promptly provide the following information either on or along with Exhibit Y (List of Subcontracts):
- 8.40.2.1 Subcontractor's name and contact information; a description of the Work to be performed by the subcontractor; subcontract number; and subcontract amount;
  - 8.40.2.2 A draft copy of the proposed subcontract; and
  - 8.40.2.3 Other pertinent information and/or certifications requested by County.
- 8.40.3 Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.40.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing Services under this Contract. Contractor is responsible for notifying its subcontractors of this County right.
- 8.40.6 County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a copy of the fully executed subcontract to County's Contract Manager within five (5) days of its execution.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.
- 8.40.8 Contractor shall obtain current valid certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County. Such certificates of insurance shall indicate the subcontract number. Before any subcontractor employee performs any Work hereunder, Contractor shall deliver all such certificate of insurance documents to County as follows:

County of Los Angeles  
Community and Senior Services  
Contracts Management Division  
Attention: County's Contract Manager



- 8.40.9 Amending a subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Contract Manager, and shall allow County twenty (20) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- 8.40.10 Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of a subcontractor(s) and/or vendor services using Contract Funds.
- 8.40.11 In the event County approves Contractor's request to subcontract any part of the requirements of this Contract, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To this end, Contractor shall include the following provision in the subcontract: This Contract is a subcontract under the terms of a prime contract (identified as Contract Number [ @ PO Document Number @ ]) with County of Los Angeles Community and Senior Services and shall be subject to all of the provisions of such prime Contract. All representations and warranties under this Contract shall inure to the benefit of County of Los Angeles.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

- 8.41.1 Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 County may terminate this Contract, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after the notice is sent.

8.42.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:

8.42.2.1 Stop Work under this Contract on the date and to the extent specified in such notice;

8.42.2.2 Complete performance of such part of the Work as shall not have been terminated by such notice;

8.42.2.3 Transfer title and deliver to County all completed Work and Work in process.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement).

#### 8.43 TERMINATION FOR DEFAULT

8.43.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, Service, or other work required under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.

8.43.2 In the event that County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and Services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and Services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph 8.43.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of nature or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to

perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or Services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph 8.43, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by County that Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of County provided in this Subparagraph 8.43, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County of Los Angeles Department of Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of County provided in this Subparagraph 8.45, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON - ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

8.46.1 Contractor, and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON - APPROPRIATION OF FUNDS**

8.47.1 Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for this Contract in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

8.48.1 If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

- 8.49.1 No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

- 8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206. Prior to the commencement of this Contract, Contractor shall complete Exhibit U (Certification of Compliance with County's Defaulted Property Tax Reduction Program) and submit it to County's Contract Manager in the time and manner as designated by County.

**8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

- 8.52.1 Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

**8.53 TIME OFF FOR VOTING**

- 8.53.1 Contractor shall notify and provide its employees, and shall require each subcontractor to notify and provide its employees,

information regarding the time off for voting law pursuant to California Elections Code (EC) Section 14000. Not less than ten (10) days before every statewide election, Contractor and its subcontractor(s) shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of EC Section 14000.

## **8.54 MINIMUM WAGE REQUIREMENTS**

### **8.54.1 Minimum Wage**

**8.54.1.1** Pursuant to County Code Chapter 8.100 (Minimum Wage), County of Los Angeles has established the Los Angeles County Minimum Wage Ordinance ("Minimum Wage Ordinance"). As an employer (which means any person, as defined in the California Labor Code, General Provisions, Section 18, including such person, association, organization, partnership, business trust, limited liability company, corporation, corporate officer or executive, who directly, indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any employee), Contractor shall pay its employees no less than the hourly rates set forth below:

**8.54.1.1.1** Contractor with twenty-six (26) or more employees shall pay employees a wage of no less than the following hourly rates:

**8.54.1.1.1.1** On July 1, 2016, the hourly wage shall be \$10.50.

**8.54.1.1.1.2** On July 1, 2017, the hourly wage shall be \$12.00.

**8.54.1.1.1.3** On July 1, 2018, the hourly wage shall be \$13.25.

**8.54.1.1.1.4** On July 1, 2019, the hourly wage shall be \$14.25.

**8.54.1.1.1.5** On July 1, 2020, the hourly wage shall be \$15.00.

8.54.1.1.2 Contractor with twenty-five (25) or fewer employees shall pay employees a wage of no less than the following hourly rates:

8.54.1.1.2.1 On July 1, 2017, the hourly wage shall be \$10.50.

8.54.1.1.2.2 On July 1, 2018, the hourly wage shall be \$12.00.

8.54.1.1.2.3 On July 1, 2019, the hourly wage shall be \$13.25.

8.54.1.1.2.4 On July 1, 2020, the hourly wage shall be \$14.25.

8.54.1.1.3 For purposes of this Subparagraph, the number of employees employed by Contractor shall be determined by calculating the average number of employees employed during the previous calendar year.

8.54.1.2 When Contractor provides Program Services in Los Angeles County (including the unincorporated areas and any city), Contractor shall adhere to County's minimum wage requirements.

**8.54.2 Retaliatory Action Prohibited**

8.54.2.1 Contractor shall not discharge, reduce in compensation or otherwise discriminate against any employee for opposing any practice proscribed by this Minimum Wage Ordinance, for participating in proceedings related to this Minimum Wage Ordinance, for seeking to enforce his/her rights provided under this Minimum Wage Ordinance by any lawful means or for otherwise asserting his/her rights under this Minimum Wage Ordinance.

**8.54.3 No Waiver of Rights**

8.54.3.1 Any purported waiver by Contractor of any or all of the provisions of this Minimum Wage Ordinance shall be deemed contrary to public policy, void and unenforceable.

**8.54.4 Conflict with Other Laws, Severability and Savings**

8.54.4.1 Nothing in this Minimum Wage Ordinance shall be interpreted or applied so as to create any power or duty in conflict with any Federal or State law.

8.54.4.2 If any section, subsection, sentence, clause or phrase of this Minimum Wage Ordinance is for any

reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Minimum Wage Ordinance.

8.54.4.3 This Minimum Wage Ordinance provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits or that extends other protections.

**8.54.5 Coexistence with Other Available Relief**

8.54.5.1 The provisions of this Minimum Wage Ordinance shall not be construed as limiting any employee's right to obtain relief to which he/she may be entitled at law or in equity.

**8.54.6 Exemptions**

8.54.6.1 Contractor shall be exempt from this Minimum Wage Ordinance when Contractor is:

8.54.6.1.1 A person not subject to, or exempt from, the State minimum wage, as provided under California Labor Code Section 1197 and wage orders published by the California Industrial Welfare Commission.

8.54.6.1.2 A public entities (including Federal, State, County and city entities (including school districts)).

8.54.6.2 In the event that Contractor is exempt from this Minimum Wage Ordinance, Contractor agrees to make a good faith effort to implement the requirements outlined herein.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 ALLEGATIONS OF FRAUD AND/OR ABUSE**

**9.1.1 Fraud Prevention Reporting**

9.1.1.1 Contractor's staff working on this Contract shall immediately report all suspected or actual instances of fraud as designated in Exhibit Q (Accounting, Administration and Reporting Requirements).

**9.1.2 Child Abuse Reporting**

9.1.2.1 Contractor's staff working on this Contract shall comply with the Child Abuse and Neglect Reporting Act (California Penal Code (PC) Section 11164 et seq.), and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by the referenced Penal Code. Additionally, Contractor's staff working on this Contract shall also report such abuse to the



Los Angeles County Department of Children and Family Services by calling the hotline at (800) 540-4000 within twenty-four (24) hours of discovering or suspecting the abuse. Contractor's staff shall submit all required information to the appropriate authorities in accordance with PC Sections 11166 and 11167.

**9.1.3 Elder and Dependent Adult Abuse Reporting**

9.1.3.1 Contractor's staff working on this Contract shall comply with the Elder Abuse and Dependent Adult Civil Protection Act (California Welfare and Institutions Code (WIC) Section 15600 et seq.), and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by the referenced Welfare and Institutions Code. Contractor's staff working on this Contract shall report the abuse and shall submit all required information in accordance with WIC Sections 15630, 15633 and 15633.5.

**9.1.4 Withholding of Payment**

9.1.4.1 In the event that allegations of fraud and/or abuse are levied against Contractor or any individual or entity performing Work under this Contract on behalf of Contractor, County reserves the right to withhold either ten percent (10%) of the Maximum Annual Contract Sum (in the event that this Contract is funded for one (1) Fiscal Year or Program Year term then ten percent (10%) will be withheld from the Maximum Contract Sum) or the amount of the final year-end invoice, whichever is greater, until a determination is issued in writing by County that withheld funds will be released to Contractor. For purposes of this Contract, fraud and abuse shall include but are not limited to the following: misapplication of funds; embezzlement; forgery; theft; solicitation and receipt of bribes; falsification of records; inauditable records; unsupported or undocumented Contract expenditures; inaccurate fiscal and/or Program reports; misuse of fixed assets or non-fixed assets purchased with Contract Funds (when the procurement of such assets are authorized in this Contract); violation of conflict of interest requirements; etc.

**9.2 AMERICANS WITH DISABILITIES ACT (ADA)**

9.2.1 Contractor shall abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, Contractor's operations. Contractor shall submit demonstrable evidence of such undue financial burden to County

in such circumstances.

### **9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

- 9.3.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (Senate Bill 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit O (Charitable Contributions Certification), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect Los Angeles County and its taxpayers. When Contractor receives or raises charitable contributions without complying with its obligations under California law, Contractor commits a material breach subjecting it to termination of this Contract, debarment proceedings or both (Los Angeles County Code Chapter 2.202). Prior to the commencement of this Contract, Contractor shall submit the completed Exhibit O (Charitable Contributions Certification) to County's Contract Manager in the time and manner as designated by County.

### **9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

- 9.4.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at Title 45 Code of Federal Regulations Sections 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides Services to County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those Services. County and Contractor therefore agree to the terms of Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

### **9.5 FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES**

- 9.5.1 Contractor may use Contract Funds to purchase Fixed Assets, Non-Fixed Assets and Supplies, which are defined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies). Prior to the commencement of this Contract (and annually thereafter), Contractor shall complete Exhibit T (Inventory Control Form) and submit it to County's Contract Manager in the time and manner as designated by County. Contractor shall adhere to the purchase, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies purchased with Contract Funds, as provided by Federal and State regulations as well as the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed Assets, Non-Fixed Assets and Supplies).
- 9.5.2 This Contract involves the furnishing of equipment, materials and/or supplies. As such, it is unlawful for Contractor when

engaged in business within the State to use any article or product as a "loss leader" as defined in the Business and Professions Code, Section 17030.

**9.6 LIMITATION ON CORPORATE ACTS**

- 9.6.1 Contractor shall not amend its articles of incorporation or bylaws, move to dissolve or transfer any assets obtained using Contract Funds, or take any other steps which may materially affect the performance of this Contract without first notifying County in writing no less than thirty (30) days prior to said action. Contractor shall notify County's Contract Manager immediately in writing of any change in Contractor's corporate name.
- 9.6.2 If, in County's sole discretion, the steps taken by Contractor are determined to materially affect Contractor's performance of this Contract, County may, at its sole discretion, take any (or all) of the following actions:
- 9.6.2.1 Require Contractor to remedy the areas that affect Contractor's ability to perform its obligations under this Contract.
- 9.6.2.2 Suspend Contractor from performing (and receiving payment for) Contract tasks until a remedy has been reached.
- 9.6.2.3 Terminate this Contract pursuant to Subparagraph 8.43 (Termination for Default).

**9.7 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 9.7.1 This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.204.
- 9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.7.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and Contractor knew, or should have known, that the information furnished was incorrect or that the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.7.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.7.4.2 In addition to the amount described in Subparagraph 9.7.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.7.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.7.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a Contract award.

## **9.8 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

9.8.1 Contractor represents and warrants that it has registered in Los Angeles County's vendor registration system ("WebVen"). The WebVen contains Contractor's business profile and identifies the goods/services being provided by Contractor. Contractor shall ensure that it updates its vendor profile whenever changes occur to Contractor's operations by accessing the WebVen site located on-line at: <http://camisvr.co.la.ca.us/webven/>. County shall use the data obtained from Contractor's WebVen profile to ensure that Contractor's information is consistent with Contract records (e.g., Contractor's legal name, as reflected in its WebVen profile, shall be used in all Contract documents).

## **9.9 MODIFICATIONS**

### **9.9.1 Modifications to this Contract**

9.9.1.1 This Contract fully expresses the agreement of the parties. Any modification to this Contract must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. For purposes of this Subparagraph 9.9, a Modification:

9.9.1.1.1 Is a mechanism that allows Contractor to revise its Budget or Services during the Fiscal Year or Program Year without adversely affecting Contractor's ability to fulfill its obligations under this Contract (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work), Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work), Exhibit A3 (WIOA Veterans' AJCC Statement of Work), and Exhibit A4 (WIOA Rapid Response Program Statement of Work)).

9.9.1.1.2 Allows Contractor to fully utilize Contract Funds to fulfill the requirements of this Contract and adequately cover the provision of Services.

9.9.1.1.3 Is approved by County in writing, must be in the best interests of County and Contractor shall adhere to it in its entirety.

9.9.1.2 Any Modification, as described below, shall not change the terms, goals or requirements of this Contract. Such Modification provides Contractor some flexibility to operate within the terms of this Contract in order to fully utilize Contract Funds and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Contractor shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Contractor and granted by County).

## 9.9.2 **Budget Modifications**

9.9.2.1 The movement of funds within an approved Budget from one line item to another line item is classified as a Budget Modification. For the entirety of any Fiscal Year or Program Year, a Budget Modification shall not exceed twenty percent (20%) of the baseline amount allocated to the line items being modified (i.e., Contractor's movement of funds among line items shall not cause one line item to be reduced or increased by more than twenty percent (20%) of its baseline amount). For purposes of this Subparagraph 9.9, baseline is defined as the original amount allocated at the beginning of a Fiscal Year or Program Year; for Fiscal Years or

Program Years following the first Fiscal Year or Program Year, such amount may differ from what is reflected in the original Contract. A Budget Modification shall not change the Maximum Annual Contract Sum or the Maximum Contract Sum. Contractor shall notify County's Contract Manager in writing to request authorization prior to submitting a Budget Modification. On the date County approves a Budget Modification, such Budget Modification shall replace any prior Budget Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Budget Modification number 2 is approved by County, it becomes effective upon the approval date and Contractor's Budget Modification number 1 is no longer effective as of that same date).

### **9.9.3 Program Modifications**

9.9.3.1 The movement of Services from one Service category (as defined in Exhibit A1 (WIOA Title I Adult and Dislocated Worker Program Statement of Work); Exhibit A2 (Los Angeles County Youth@Work Program Statement of Work); Exhibit A3 (WIOA Veterans' AJCC Statement of Work); Exhibit A4 (WIOA Rapid Response Program Statement of Work)) to another is classified as a Program Modification. Contractor shall notify County's Contract Manager in writing to request authorization prior to submitting a Program Modification. On the date County approves a Program Modification, such Program Modification shall replace any prior Program Modification(s) approved by County within the same Fiscal Year or Program Year (i.e., when Contractor's Program Modification number two (2) is approved by County, it becomes effective upon the approval date and Contractor's Program Modification number one (1) is no longer effective as of that same date).

### **9.10 NEPOTISM**

9.10.1 Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by Contractor. For purposes of this Subparagraph 9.10, the term "immediate family" means spouse (common law or otherwise, and including domestic partner), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by Contractor. The term "administrative capacity" means a position that has overall administrative responsibility for the Program, including but not limited to selection, hiring, or supervisory responsibilities.

### **9.11 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.11.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools ("materials") which are originated or created through Contractor's Work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's Work under this Contract.
- 9.11.2 During the term of this Contract and during the authorized retention period of this Contract, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during the term of this Contract and during the authorized retention period of this Contract, any and all such working papers and all information contained therein.
- 9.11.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Contract Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.11.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.11.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Subparagraph 9.11.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.11.3 or for any disclosure which County is required to make under any Federal or State law or order of court.
- 9.11.6 Notwithstanding any other provision of this Contract, County and Contractor agree that County shall have all ownership rights of software or modification thereof and associated documentation designed, developed or installed using Federal financial participation. The Federal government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages, which are provided at established catalog or market prices and sold or leased to the general public, shall not be subject to the ownership provisions of this Subparagraph 9.11.
- 9.11.7 All the rights and obligations of this Subparagraph 9.11 shall

survive the expiration or termination of this Contract.

## **9.12 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.12.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third-party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's Work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.12.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- 9.12.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - 9.12.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or
  - 9.12.2.3 Modify the questioned equipment, part, or software so that it is free of claims.
- 9.12.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.13 PROBATION AND SUSPENSION**

- 9.13.1 Contractor may be placed on probation, suspension or a combination thereof when County determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Contract and/or when Contractor has demonstrated a consistent and significant lack of achievement of the Contract goals (including, but not limited to, meeting the requirements for Program performance, the Budget, expenditures, staffing, administration, etc.). County shall notify Contractor in writing in the event that Contractor is placed on probation, suspension or a combination thereof.
- 9.13.2 **Probation**
- 9.13.2.1 Probation as used herein shall mean a specified period of time (as determined by County) during which Contractor must remedy all areas of non-compliance which have been identified by County or its duly authorized representative(s).



County shall monitor Contractor's adherence to such remedy(ies) during the probation.

9.13.2.2 When County places Contractor on probation, County shall provide Contractor a written notice indicating the reasons for the probation (which shall include a description of the areas of Contractor's non-compliance), the date upon which this probation shall become effective, the date upon which Contractor shall fully remedy all areas of non-compliance and a determination as to whether or not Contractor may continue to provide Services during the probation.

9.13.2.3 Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its probation and/or when Contractor is placed on multiple probations (as determined by County at County's sole discretion).

### 9.13.3 **Suspension**

9.13.3.1 Suspension as used herein shall mean a specified period of time (as determined by County) during which County will withhold payment from Contractor (i.e., suspension of payment(s)), County will institute a temporary curtailment of the Services provided by Contractor and its subcontractor(s), if any, (i.e., suspension of Work) or a combination thereof. This Contract may be suspended in whole or in part, from time to time, when such action is deemed by County in its sole discretion to be in County's best interest. During the suspension, Contractor has a continuing obligation to remedy the areas of non-compliance which have been identified by County or its duly authorized representative(s). County shall monitor Contractor's adherence to such remedy(ies) during the suspension.

9.13.3.2 When County suspends Contractor, County shall provide Contractor a written notice indicating the type of suspension, the reasons for such suspension (which shall include a description of the areas of Contractor's non-compliance), the date upon which this suspension shall become effective, the date upon which Contractor shall fully remedy all areas of non-compliance and a determination as to whether or not Contractor may continue to provide Services which are not suspended during the suspension. When County institutes a temporary curtailment of Services, the written notice shall include a description of the Service(s) being suspended.

9.13.3.3 At County's sole discretion, when Contractor's payment(s) and/or Services are suspended, County may also elect to transfer suspended Services from Contractor to another contractor for a period of time

that will be determined solely by County. Contractor's ability to obtain future funding may be impacted when Contractor does not remedy its non-compliance during its suspension and/or when Contractor is placed on multiple suspensions (as determined by County at County's sole discretion).

9.13.3.4 Upon receipt of a notice of suspension of Services and except as otherwise directed by County, Contractor shall:

9.13.3.4.1 Stop providing Services under this Contract on the date and to the extent specified in such notice.

9.13.3.4.2 Complete performance of such part of the Services that is not suspended by such notice.

9.13.3.5 Contractor shall be promptly paid for Services properly completed up until the time of suspension. Such payment is contingent upon Contractor properly completing and timely submitting its invoice(s) for Services completed up until effective date of suspension.

9.13.3.6 Suspension shall continue for the period specified in the written notice of suspension provided to Contractor, unless County provides written notice to resume Services at an earlier date.

9.13.3.7 All other terms and remedies provided in this Contract, including provisions for Termination, shall remain valid during any period of suspension.

9.13.4 In response to the notice of probation or suspension, Contractor shall submit a written Corrective Action Plan to County's Compliance Manager within ten (10) days of the postmark date indicated on the notice from County. Contractor's Corrective Action Plan shall address all of the deficiencies noted by County.

9.13.5 County shall review Contractor's Corrective Action Plan, and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments for or to terminate all or any part of this Contract (and/or any of Contractor's other contracts with County) when Contractor submits a Corrective Action Plan that is not acceptable to County.

9.13.6 Contractor shall implement the Corrective Action Plan upon receiving County's final written approval of the Corrective Action Plan. Contractor's failure to comply with an approved Corrective Action Plan will be cause for material breach of Contract upon which County may pursue the remedies for default of Contract, including, but not limited to, reimbursement for all debt collection costs incurred by County.

## **9.14 TRANSITION OF CONTRACT SERVICES**

### **9.14.1 Completion of Contract**

- 9.14.1.1 Within sixty (60) calendar days prior to the expiration of this Contract (or shorter time period if notified in writing by County), Contractor shall allow County or a newly selected contractor a transition period for orientation purposes and the orderly transition of Contractor's current Services without additional costs to County. Contractor shall continue to provide Services timely and accurately so that the Services are current at the expiration of this Contract.

**9.14.2 Transition Plan**

- 9.14.2.1 If this Contract (or any part thereof) is terminated pursuant to any of the termination provisions outlined herein or if it expires pursuant to Paragraph 4.0 (Term of Contract), Contractor shall provide a Transition Plan to County. Contractor shall submit said Transition Plan to County's Contract Manager within the timeframe designated by County in the notice of termination or Contractor shall submit it at least sixty (60) days prior to the expiration of this Contract as noted in Paragraph 4.0 (Term of Contract).

- 9.14.2.2 County shall review Contractor's Transition Plan and will determine whether it meets the requirements for County's approval. County reserves the right to suspend/deduct payments under this Contract and/or under any of Contractor's other contracts with County when Contractor submits a Transition Plan that is not acceptable to County. Contractor shall adhere to the Transition Plan which, at a minimum, shall include all of the elements outlined below.

**9.14.3 Elements of the Transition Plan**

- 9.14.3.1 Description of how Clients will be notified about the change in their Service provider.
- 9.14.3.2 Contractor's method to communicate with other organizations that can assist in locating alternative Services.
- 9.14.3.3 Contractor's method to inform community referral sources of the pending termination of Services and what alternatives, if any, exist for future referrals.
- 9.14.3.4 Contractor's method to evaluate Clients in order to assure appropriate placement that will allow Clients to receive Services.
- 9.14.3.5 Contractor's method to transfer any confidential medical and Client records to the new contractor in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 or other Federal, State or local laws and regulations.

- 9.14.3.6 Contractor's method to dispose of confidential records in accordance with applicable laws and regulations, and the terms of this Contract.
- 9.14.3.7 Contractor's plan to assure for the provision of adequate staff to provide continued care through the remaining term of this Contract.
- 9.14.3.8 A fully documented inventory of all Fixed and Non-Fixed Assets as well as a method to dispose, transfer or return to County all Fixed and Non-Fixed Assets purchased with Contract Funds during the entire term of this Contract.
- 9.14.3.9 Any additional information which may be necessary to effect a safe transition of Clients to other community service providers.

**9.14.4 Implementation of the Transition Plan**

- 9.14.4.1 Contractor shall implement the Transition Plan that is approved by County. Contractor's failure to provide and/or implement the Transition Plan as prescribed herein shall mean that County will provide Contractor a Transition Plan and Contractor will implement the Transition Plan provided by County. County will monitor Contractor's progress in carrying out all elements of the Transition Plan.

**9.15 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.15.1 This Contract is subject to the provisions of Los Angeles County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Los Angeles County Code Chapter 2.205.
- 9.15.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.15.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.15.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

9.15.4.1 Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;

9.15.4.2 In addition to the amount described in Subparagraph 9.15.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.15.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.15.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Contract award.

#### **9.16 TRAVEL EXPENSES**

9.16.1 Contractor shall obtain prior written approval from County's Contract Manager for any expenses under this Contract related to travel outside of Los Angeles County.

9.16.2 Contractor shall maintain written documentation evidencing that all out-of-town travel expenses are specifically related to providing Services under this Contract, in conformity with the document retention requirements specified in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement), above.

9.16.3 Contractor shall ensure that no more than two (2) of its staff incur any out-of-town travel expenses at any time.

9.16.4 Contractor shall not invoice County if out-of-town travel expenses are incurred without proper documentation evidencing County's prior written approval.

9.16.5 Contractor's non-compliance with the requirements of this Subparagraph will result in these costs being disallowed, payments being withheld or other remedy being applied as County shall determine to be appropriate.

#### **9.17 DRUG-FREE WORKPLACE**

9.17.1 Contractor and its subcontractor(s) shall adhere to the requirements outlined in the California Drug-Free Workplace Act of 1990, as amended (California Government Code Section 8350 et seq.). Contractor and its subcontractor(s) shall also adhere to the requirements outlined in the Federal Drug-Free Workplace Act of 1988, including its implementing regulations (41 USC 701 et seq.). Contractor and its subcontractor(s) shall provide and maintain a drug-free workplace for all of their employees, and shall have a documented anti-drug policy and a drug-free awareness program. Violation of or non-compliance with these requirements by Contractor, its subcontractor or both shall

subject Contractor to remedies available under the terms of this Contract. Such remedies shall include suspending Contractor's payments, placing Contractor on probation or suspension, terminating this Contract or other available remedies which shall be determined by County at its sole discretion.

- 9.17.2 Contractor shall provide a written drug-free workplace policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and stating the specific actions that will be taken for violations.
- 9.17.3 The ongoing drug-free awareness program must inform employees about the following: the dangers of drug abuse; available drug counseling, rehabilitation, and employee assistance programs; penalties that may be imposed; and, that employees are to be aware that Contractor and its subcontractor(s) operate a drug-free workplace.
- 9.17.4 Contractor shall require its employees to report in writing any conviction for a violation of a criminal drug statute occurring in the workplace. Contractor shall provide written notice to County's Contract Manager within ten (10) days of having received such notice from employee(s). Within thirty (30) days of receiving the notice of a conviction, Contractor must have taken appropriate action against the employee(s) or have required employee's participation in a drug abuse assistance or rehabilitation program.

## **9.18 INFORMATION TECHNOLOGY, SECURITY AND PRIVACY REQUIREMENTS**

- 9.18.1 This Subparagraph sets forth the requirements for the information technology systems which Contractor shall use in the course of completing the Work and providing Services under this Contract. This Subparagraph also sets forth the security procedures for these systems which Contractor shall have in place by the effective date of this Contract and which Contractor shall maintain throughout the Contract term. They present a minimum standard only. Contractor shall:
  - 9.18.1.1 Implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Information Assets as defined in Subparagraph 9.18.4 (County Information Assets) (which consists of but is not limited to confidential County data, Personally Identifiable Information, Protected Health Information and Medical Information) against internal and external threats, vulnerabilities and risks.
  - 9.18.1.2 Continuously review and revise those measures to address ongoing threats, vulnerabilities and risks.
- 9.18.2 Contractor's failure to comply with the minimum standards set

forth herein will constitute a material, non-curable breach of this Contract, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under this Contract, to immediately terminate this Contract.

**9.18.3 Information Technology Systems - Contract Management System-Contractor's Gateway**

9.18.3.1 County has implemented use of the Contract Management System Contractor's Gateway ("Contractor's Gateway"), an automated system designed to electronically manage this Contract. Contractor shall use the System to perform its administrative contracting functions as directed by County.

9.18.3.2 County has established policies concerning the access, use and maintenance of the Contractor's Gateway. Contractor shall adhere to these policies, which are identified in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use), instruction guides/ tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the Contractor's Gateway, suspension of payment(s), termination of this Contract, and/or other remedies/actions which County may take at its sole discretion under the terms of this Contract and/or applicable law or regulation.

**9.18.4 Information Technology Systems - Management Information System**

**9.18.4.1 Data Entry**

9.18.4.1.1 Contractor shall utilize the State of California CalJOBS system, or successor Management Information System (MIS), which is the State automated Client tracking and reporting system, to track the progress of Clients by properly recording all Client data and Service delivery in the CalJOBS system. Contractor shall ensure that data collection related to the tracking and recording of WIOA activities and WIOA performance is captured in the CalJOBS system in accordance with appropriate federal, State, Los Angeles County Workforce Development Board, and County regulations, policies and protocols.

9.18.4.1.1.1 For the Los Angeles County Youth@Work Program, Contractor shall also input all Work Based Learning and Work Based Training into the "Work-Based Learning Web Application".

9.18.4.1.2 Contractor shall ensure that all Client data is entered into the CalJOBS system on an on-going daily basis, but no later than three (3) business days from the Service delivery date. Contractor shall not back-date any data and any attempts to do so may subject Contractor to appropriate remedies as determined by County at County's sole discretion. Contractor shall also ensure that all errors identified in the CalJOBS system must be cleared within five (5) business days from the date the listing is provided to Contractor.

9.18.4.1.3 Contractor shall ensure that all records are entered using its County assigned agency code only. Failure to input agency codes where appropriate will result in missed opportunities for Contractor to receive credit for Services provided. In order to ensure accurate reporting, Contractor shall adhere to the requirements outlined in County directives (including but not limited to directive WIA-RS-15-01 (CalJOBS System Data Input Requirements)).

#### **9.18.4.2 Data Records**

9.18.4.2.1 Contractor's failure to submit the required MIS data within the time and manner as designated by County may subject Contractor to appropriate remedies as determined by County at County's sole discretion. Remedies will remain in effect until Contractor becomes compliant. County will consider Contractor's non-compliance during future funding decisions.

9.18.4.2.2 Contractor shall maintain all records and reports, consistent with Subparagraph 8.38 (Records Retention, Inspection and Audit Settlement), and shall make them available for audit, assessment, or



inspection by County and any of its duly authorized representatives (including, but not limited to, State authorities, Federal agencies and/or any of their duly authorized representatives).

- 9.18.4.2.3 All information, records, data elements and print-outs collected and maintained for the operation of the Program and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Subparagraph 7.5 (Confidentiality), California Welfare and Institutions Code, Section 10850, Title 45 Code of Federal Regulations Part 205.50, California Information Practices Act of 1977, and all other applicable laws and regulations.

**9.18.4.3 MIS Personnel**

- 9.18.4.3.1 Contractor shall assign an employee to have the primary responsibility for data entry into the CalJOBS system. This employee shall be the primary contact person for data issues and problems. Contractor shall designate a secondary/back-up employee who can act on behalf of the primary MIS employee contact in the event of his or her absence.
- 9.18.4.3.2 Contractor shall provide the names of Contractor's primary and secondary MIS employees using Exhibit F (Contractor's Administration). Contractor shall submit the completed Exhibit F (Contractor's Administration) in the time and manner as directed by County. In the event of any changes to the information provided in Exhibit F (Contractor's Administration), Contractor shall update Exhibit F (Contractor's Administration) and submit the revised document to County within two (2) business days of any reassignment or substitution.
- 9.18.4.3.3 Contractor shall ensure that the primary and secondary MIS employees are properly trained to operate the MIS and attend all MIS training provided by County to ensure that MIS operations are in compliance with all applicable regulations.

**9.18.5 County Information Assets**

**9.18.5.1** County Information Assets are public, confidential, sensitive and/or personal data, records, materials, etc. and include (but are not limited to):

**9.18.5.1.1** Information that is stored in any media form, paper or electronic.

**9.18.5.1.2** Information that is collected, transmitted and/or accessed in the administration of the Program and in the provision of Services.

**9.18.5.1.3** Personally Identifiable Information (PII) as defined in California Civil Code Section 1798.29(g)

**9.18.5.1.4** Protected Health Information (PHI) as defined in Health Insurance Portability and Accountability Act of 1996.

**9.18.5.1.5** Medical Information as defined in California Civil Code Section 56.05(j)

**9.18.6 Physical and Environmental Security**

**9.18.6.1** Contractor shall take reasonable measures to ensure the physical security of its operating location(s) that handles County Information Assets. Work areas containing computers or source documents should be secured from public access unless Contractor's representative is present. When unoccupied during non-operating hours, Contractor's facility(ies) shall be locked.

**9.18.7 Data Destruction**

**9.18.7.1** When Contractor has maintained, processed or stored County Information Assets, implied or expressed, and such County Information Assets are no longer required to be retained by Contractor under this Contract and applicable law, County shall have sole authority to determine when Contractor shall destroy any such County Information Assets as described herein. Contractor shall only proceed with the destruction of County Information Assets (which may be stored on purchased, leased or rented electronic storage equipment (e.g., printers, hard drives, etc.) and electronic devices (e.g., servers, workstations, etc.) that are geographically located within Los Angeles County or external to Los Angeles County's boundaries) upon receiving written authorization from County.

**9.18.7.2** Contractor shall destroy such County Information Assets by:

9.18.7.2.1 Shredding or otherwise destroying paper, film, disk drives or other hard copy media so that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be read or otherwise reconstructed.

9.18.7.2.2 Clearing, purging, or destroying electronic media containing Personally Identifiable Information, Protected Health Information and Medical Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization which is available on-line at: [http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev. %201](http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88-Rev.%201) and U.S. Department of Defense (DOD) 5220.22-M data sanitization and clearing directive such that the Personally Identifiable Information, Protected Health Information and Medical Information cannot be retrieved.

9.18.7.3 Contractor shall have the sole responsibility to certify that the County Information Assets have been appropriately destroyed consistent with the requirements outlined herein.

9.18.7.4 Contractor shall provide County with written certification validating that any and all County Information Assets were placed in one (1) or more of the following stored states: unusable, unreadable and/or indecipherable. Contractor shall submit such certification to County's Contract Manager no later than ten (10) days after the occurrence of this event.

9.18.7.5 Subcontractor shall provide County with written certification validating that any and all County Information Assets were destroyed and are in one (1) or more of the following states: unusable, unreadable and/or undecipherable. Subcontractor shall submit such certification to County's Contract Manager no later than ten (10) days after the removal of any electronic storage equipment and devices and the occurrence of the destruction of County Information Assets.

**9.18.8 Encryption on Workstations and Portable Computing Devices**

9.18.8.1 Contractor shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including

workstations, portable computing devices [including, but not limited to, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media] and/or portable electronic storage media [including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media]).

9.18.8.2 Contractor shall have operational policies, procedures and practices which protect County Information Assets as specified herein and in the State Administrative Manual, Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34) and County's Board of Supervisors Policy Manual (Contractor Protection of Electronic County Information) - policy number pending.

9.18.8.3 **Removable Media**

9.18.8.3.1 Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of removable media. For purposes of this Contract, removable media means portable or removable hard disks, floppy disks, universal serial bus (USB) memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., secure digital (SD), memory sticks (MS), compact flash (CF), smart media (SM), multimedia card (MMC), and xD-picture card (xD)), magnetic tape and all other removable data storage media.

9.18.8.4 **Data Control and Media Servicing**

9.18.8.4.1 The following requirements shall apply to back-up data stored by Contractor at off-site facilities:

9.18.8.4.1.1 County Information Assets shall only be made available and accessible to those parties explicitly authorized under this Contract or otherwise expressly approved by County in writing.

9.18.8.4.1.2 If transferred across the Internet, any wireless network (e.g., cellular, Bluetooth, 802.11x, or similar technology), or other public or shared networks, County Information Assets must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations.

9.18.8.4.1.3 If transferred using removable media (as defined above), County Information Assets must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices.

9.18.8.4.2 In the event any hardware, storage media or removable media must be sent off-site for servicing, Contractor shall ensure that all confidential County Information Assets, including Personally Identifiable Information, Protected Health Information and Medical Information, has been cleared, purged and/or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization).

9.18.8.5 Contractor shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.18.8.5.1 Federal Information Processing Standard Publication (FIPS) 140-2

- 9.18.8.5.2 National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3)
- 9.18.8.5.3 NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization
- 9.18.8.5.4 NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices
- 9.18.8.5.5 At a minimum, Contractor shall use Advanced Encryption Standard (AES) with cipher strength of 256-bit
- 9.18.8.5.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Contractor shall request written approval from County's Contract Manager.
- 9.18.8.6 Contractor shall use software and/or hardware encryption methods for transmitted (i.e., through network transmission) confidential County Information Assets in accordance with the following standards:
  - 9.18.8.6.1 NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations
  - 9.18.8.6.2 NIST Special Publication 800-57 Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance
- 9.18.8.7 In the event that Contractor will have County Information Assets on or accessed by mobile devices, Contractor shall have in place, a mobile computing policy, reviewable and audited by County. This policy must address device recovery and data eradication methods, the mobile device management capabilities in place, the use of personal devices versus Contractor-supplied devices and all applications that may have access to or render County Information Assets.
- 9.18.8.8 Contractor shall certify its compliance with the encryption standards noted herein as a condition of executing this Contract. Such certification shall be provided by Contractor in the form and manner as

determined by County. Contractor shall maintain compliance with this policy during the term of this Contract and for as long as Contractor maintains or is in possession of County Information Assets. In addition to the foregoing certification, Contractor shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Contractor's non-compliance with these requirements, County will require Contractor to develop and execute a corrective action plan. Contractor's failure to comply with this policy may subject Contractor to suspension or termination of this Contract, denial of access to County Information technology resources and/or other remedies which are deemed appropriate by County.

**9.18.9 Software Maintenance and Operational Management**

- 9.18.9.1 Contractor shall deploy up-to-date anti-virus software with current definitions on all computer systems on which County Information Assets are stored and/or transmitted.
- 9.18.9.2 Contractor shall ensure that all security patches, software updates/upgrades, etc. are applied to all computer systems on which County Information Assets are stored and/or transmitted.
- 9.18.9.3 Contractor shall deploy adequate back-up facilities to ensure that its essential business information can be promptly recovered in the event of a disaster or media failure.
- 9.18.9.4 Contractor shall ensure that its operating procedures are adequately documented and designed to protect information, computer media and data from theft and unauthorized access.

**9.18.10 Access Control**

- 9.18.10.1 Contractor shall implement formal procedures to control access to its systems, services and data, including, but not limited to, user account management procedures and the following controls:
  - 9.18.10.1.1 Network access to both internal and external networked services shall be controlled through the use of properly configured firewalls, etc.
  - 9.18.10.1.2 Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization and event logging.

9.18.10.1.3 Applications will include access control to limit user access to information and application system functions.

9.18.10.1.4 Contractor shall develop, implement and enforce/maintain a password policy which requires users who are authorized to access confidential County Information Assets on electronic media to:

9.18.10.1.4.1 Create a strong complex password containing at least eight (8) characters, which shall include upper and lower case letters, digits and symbols.

9.18.10.1.4.2 Change his/her password at a minimum every ninety (90) days, etc.

9.18.10.1.5 Contractor shall develop, implement and enforce/maintain a password policy which provides for the following system requirements:

9.18.10.1.5.1 When user changes his/her password, the system shall restrict user from re-using any of the last six (6) passwords.

9.18.10.1.5.2 System will lock itself after a minimum of three (3) to a maximum of five (5) failed logon attempts made by user within a thirty (30) minute time frame.

9.18.10.1.5.3 System will either lock itself or log off user after thirty (30) minutes of inactivity.

9.18.10.1.6 All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth herein.



**9.18.11 Personnel and Contractor Protections**

9.18.11.1 Contractor shall screen and conduct background checks on all Contractor personnel exposed to confidential County Information Assets. Contractor shall require its employees and subcontractor(s) to sign an appropriate written confidentiality/non-disclosure agreement. All subcontracts involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its employees with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor employees promptly report actual and/or suspected breaches of security.

**9.18.12 County's Security Audit**

9.18.12.1 At County's sole discretion, County or its designee may annually, or more frequently, conduct a security audit to determine Contractor's adherence to the requirements outline in this Subparagraph.

9.18.12.2 County's security audit may include, but is not limited to, the following:

9.18.12.2.1 Contractor shall provide a report on its encryption of all electronic media.

9.18.12.2.2 Contractor shall provide a report verifying County's written authorization for data destruction along with documented certification of such destruction.

9.18.12.2.3 Assurance that Contractor enforces security measures to control physical access (i.e., access to premises) and electronic access (i.e., access to electronic media) to County Information Assets.

**9.18.12.3 Security Incident Reporting**

9.18.12.3.1 A security incident occurs when County Information Assets are accessed, modified, destroyed or disclosed without proper authorization or are lost or stolen. A security incident includes (but is not limited to) instances in which Contractor personnel access systems in excess of their user rights or use the systems inappropriately, data is breached, etc.

**9.18.12.3.2 Notification of Security Breach to County**

9.18.12.3.2.1 Contractor must immediately report all security incidents to County's Program Manager but in no event shall the report be made more than two (2) business days after its detection. Contractor shall initiate the contact by telephone and followed by written letter of any potential or actual security attacks or security incidents.

9.18.12.3.2.2 Contractor's notification of the security incident shall include the approximate date and time of its occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence.

**9.18.12.3.3 Notification of Security Breach to Clients**

9.18.12.3.3.1 Contractor shall give written notice to any Client or data subject whose personal information could have been breached.

9.18.12.3.3.2 Contractor shall provide such written notice in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or, when necessary, measures to restore system integrity are required.

9.18.12.3.3.3 Such written notice shall be provided electronically or by substitute notice in accordance with State law, regulation or policy.

**9.18.12.4 Electronic Backups**

9.18.12.4.1 Contractor shall ensure that all electronic County Information Assets are protected by performing regular backup of automated files and databases, and ensure the availability of County Information Assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

**9.18.12.5 Hardware Return**

9.18.12.5.1 Upon termination or expiration of this Contract or at any time upon County's request, Contractor will return all hardware provided by County or purchased by Contractor using Contract Grant Funds. Contractor shall not alter or modify such hardware. Contractor shall physically seal the hardware and return it to County via a bonded courier or as otherwise directed by County.

9.18.12.5.2 In the event that the hardware contains confidential County Information Assets and is owned by Contractor or its subcontractor, Contractor shall send a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction and the company or individual who performed the destruction to County's Program Manager within fifteen (15) days of termination or expiration of this Contract or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information shall be in compliance with industry best practices (NIST Special Publication 800-88, Guidelines for Media Sanitization).

**9.18.13 Cloud Storage**

9.18.13.1 Contractor and its subcontractor(s) may not utilize cloud storage of County Information Assets without the express written authorization of County, after a review of the cloud service by County or its designee(s).

9.18.14 Contractor shall ensure that its subcontractor(s) adheres to all of the provisions included in this Subparagraph.

**9.19 REMEDIES FOR NON-COMPLIANCE**

9.19.1 Contractor agrees to comply with the requirements set forth in

the entirety of this Contract as well as the requirements contained in supporting Program legislation and all applicable directives, Program memoranda, notices, guidelines and instructions issued by or on behalf of Federal, State or County authorities. Contractor's failure to comply with such requirements shall subject Contractor to remedies which are available under this Contract and as provided by law. These remedies include but are not limited to the following: probation; suspension of payment(s); suspension of Services; assessment and collection of liquidated damages; de-obligation of Contract Funds (for purposes of this Contract, de-obligation is the partial or full removal of Contract Funds from Contractor); re-obligation of Contract Funds (for purposes of this Contract, re-obligation is the allocation of de-obligated Contract Funds to another current contractor(s) and/or to a new contractor); debarment; and/or termination of this Contract. County shall have the sole discretion to determine which remedy(ies) will be applied as a result of Contractor's non-compliance.

**9.20        DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 9.20.1        This Contract is subject to the provisions of Los Angeles County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Los Angeles County Code Chapter 2.211.
- 9.20.2        Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.20.3        Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.20.4        If Contractor has obtained County certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:
- 9.20.4.1        Pay to County any difference between the Contract amount and what County's costs would have been if this Contract had been properly awarded;
- 9.20.4.2        In addition to the amount described in Subparagraph 9.20.4.1, be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

9.20.4.3 Be subject to the provisions of Los Angeles County Code Chapter 2.202 (Determinations of Contractor Non-responsibility and Contractor Debarment).

9.20.5 The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and ISD of this information prior to responding to a solicitation or accepting a Contract award.

## **9.21 PAYMENT AND PERFORMANCE GUARANTIES**

### **9.21.1 Payment Guaranty**

9.21.1.1 Throughout the entire term of this Contract, Contractor shall maintain a Payment Guaranty as a condition of providing Services hereunder. The Payment Guaranty is Contractor's surety/guarantee to County that Contractor shall meet its obligations to faithfully pay its subcontractor(s) in a manner that is timely, satisfactory and acceptable to County, as determined by County at its sole discretion.

9.21.1.2 Such Payment Guaranty shall be in an amount that is not less than twenty-five percent (25%) of the Maximum Annual Contract Sum for each Fiscal Year of the Contract term ("Payment Guaranty Amount"). When this Contract is funded for one (1) Fiscal Year term then the Payment Guaranty shall be in an amount that is not less than twenty-five percent (25%) of the Maximum Contract Sum (also "Payment Guaranty Amount"). In either case, such Payment Guaranty shall be payable to County, and must be executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or it may be executed by the surety's agent provided that a notarized copy of a power of attorney is included). The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved in writing by County. The admitted surety and its agent shall have sufficient guarantying limitations to provide the Payment Guaranty Amount.

9.21.1.3 The Payment Guaranty shall be renewed in a timely manner to provide for continuing liability in the Payment Guaranty Amount indicated herein, notwithstanding any payment or recovery thereon. Upon written demand by County, Contractor may remit the Payment Guaranty Amount indicated herein to County, using either a negotiable instrument made payable to County (including, but not limited to, a certificate of deposit, an irrevocable letter of credit, certified check or cashier's check) or cash in lieu of the Payment Guaranty; such substitution shall be determined by County at its sole discretion. Contractor shall pay all security premiums, costs, and incidentals associated with

the Payment Guaranty. Contractor's failure to maintain coverage or to maintain the required security premiums shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract or pursue any other remedies available under this Contract and as provided by law; such remedies shall be determined by County at its sole discretion.

**9.21.2 Performance Guaranty**

9.21.2.1 Throughout the entire term of this Contract, Contractor shall maintain a Performance Guaranty as a condition of providing Services hereunder. The Performance Guaranty is Contractor's surety/guarantee to County that Contractor shall meet its obligations to perform the terms and conditions of this Contract.

9.21.2.2 Such Performance Guaranty shall be in an amount that is not less than seventeen percent (17%) of the Maximum Annual Contract Sum for each Fiscal Year of the Contract term ("Performance Guaranty Amount"). When this Contract is funded for one (1) Fiscal Year term then the Performance Guaranty shall be in an amount that is not less than seventeen percent (17%) of the Maximum Contract Sum (also "Performance Guaranty Amount"). In either case, such Performance Guaranty shall be payable to County, and must be executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or it may be executed by the surety's agent provided that a notarized copy of a power of attorney is included). The corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved in writing by County. The admitted surety and its agent shall have sufficient guarantying limitations to provide the Performance Guaranty Amount.

9.21.2.3 The Performance Guaranty shall be renewed in a timely manner to provide for continuing liability in the Performance Guaranty Amount indicated herein, notwithstanding any payment or recovery thereon. Upon written demand by County, Contractor may remit the Performance Guaranty Amount indicated herein to County, using either a negotiable instrument made payable to County (including, but not limited to, a certificate of deposit, an irrevocable letter of credit, certified check or cashier's check) or cash in lieu of the Performance Guaranty; such substitution shall be determined by County at its sole discretion. Contractor shall pay all security premiums, costs, and incidentals associated with the Performance Guaranty. Contractor's failure to maintain coverage or to maintain the required security premiums shall constitute a material breach of this Contract upon

which County may immediately terminate or suspend this Contract or pursue any other remedies available under this Contract and as provided by law; such remedies shall be determined by County at its sole discretion.

## **9.22 CONTRACT DOCUMENT DELIVERABLES**

9.22.1 Prior to the execution of this Contract and throughout the entire term of this Contract, Contractor shall obtain and maintain current and appropriate licenses, permits and certificates which are required by all applicable County, State and/or Federal laws, regulations, guidelines, Program memoranda and directives for the operation of its facility(ies) and for the provision of Services hereunder. Prior to the execution of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit evidence/documentation (Contract Document Deliverables) of its compliance with this requirement in the form and manner that is prescribed by County. These deliverables must be complete (without missing pages) and legible, and shall include:

9.22.1.1 Contract Compliance Documents (as described in Subparagraph 9.22.3)

9.22.1.2 Business Forms (as described in Subparagraph 9.22.4)

9.22.1.3 Reporting Documents (as described in Subparagraph 9.22.5)

9.22.1.4 Other Documents: During the term of this Contract, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

9.22.2 Contractor shall submit copies of all new or renewed licenses, permits, and certificates to County's Program Manager within five (5) business days of the license, permit or certification award or renewal. Contractor shall immediately notify County of any lapses or expirations of these items. Contractor's failure to maintain and/or timely submit documents required or requested by County may result in County imposing remedies as determined by County in its sole discretion.

### **9.22.3 Contract Compliance Documents**

9.22.3.1 Contractor shall provide to County's Program Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

9.22.3.1.1 **Business License:** When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within its city limits or County of Los Angeles for entities located outside of city limits (i.e. unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

9.22.3.1.2 **Certificate of Insurance:** The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Subparagraph 8.24 (General Provisions for all Insurance Coverage) and Subparagraph 8.25 (Insurance Coverage). Contractor shall also provide copies of the certificate of insurance as it relates to its subcontractor(s).

9.22.3.1.3 **Fire Department Inspection Report:** For each Service site that Client will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department. The fire inspection report shall be current within the most recent twelve (12) month period.

9.22.4 **Business Forms**



9.22.4.1 Contractor shall provide to County's Program Manager, by the deadline imposed by County, the following Business Forms:

9.22.4.1.1 **Articles of Incorporation:** This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/ addendums to County within five (5) days of said amendments/addendums being finalized.

9.22.4.1.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement respectively, in lieu of the articles of incorporation.

9.22.4.1.2 **Board of Directors' Resolution:** A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative who will act on behalf of Contractor pursuant to Subparagraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:

9.22.4.1.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

9.22.4.1.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds. In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

9.22.4.1.3 **Board of Directors Roster:** The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide an updated roster to County within five (5) days of it being approved or finalized.

9.22.4.1.4 **By-Laws:** This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.

- 9.22.4.1.5 **Complaint Policies and Procedures:** Contractor's policies and procedures for receiving investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Subparagraph 8.5 (Complaints).
- 9.22.4.1.6 **Direct Deposit Authorization Form:** Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.
- 9.22.4.1.7 **Organization Chart:** The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it related to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 9.22.4.1.8 **Subcontract:** This executed third-party agreement (as defined in Subparagraph 8.40 (Subcontracting) and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment, and addendum.
- 9.22.4.1.9 **Joint Powers Agreement (JPA):** An agreement by two or more public agencies to jointly exercise governmental powers common to all parties under the provisions of California Government Code 6500. Contractor shall provide a copy of its JPA, and any subsequent amendments, which reflect the current parties to the JPA. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its JPA.

9.22.4.1.10 **Tax Exempt Status Letter:** Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.

9.22.4.1.11 **Term and Conditions of Use-User Agreement:** Each employee who will access the Contract Management System - Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit V (Contract Management System - Contractor's Gateway Terms and Conditions of Use).

#### 9.22.5 **Reporting Documents**

9.22.5.1 Contractor shall provide to County's Program Manager, by the deadline imposed by County, the following Reporting Documents:

9.22.5.1.1 **Cost Allocation Plan:** This Plan, included herein as Exhibit Z (Cost Allocation Plan), shall adhere to the requirements outlined in Subparagraph 9.23.1 (Cost Allocation Plan for Cost Reimbursement Activities).

9.22.5.1.2 **Closeout Report:** This report shall adhere to the requirements outlined in Subparagraph 9.23.2 (Close-Out Reports).

9.22.5.1.3 **Program Income Statement Report:** This report shall adhere to the requirements outlined in Subparagraph 9.23.3 (Program Income Statement Report).

9.22.5.1.4 **Other Reporting Documents:** From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, Work, and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

### 9.23 **FISCAL REPORTING REQUIREMENTS**

**9.23.1 Cost Allocation Plan for Cost Reimbursement Activities**

9.23.1.1 Contractor acknowledges that as a condition of receiving this Contract, Contractor's organization-wide Cost Allocation Plan ("Plan"), which was submitted in response to the solicitation for this Contract, has been made a part of this Contract and is included herein as Exhibit Z (Cost Allocation Plan).

9.23.1.2 The Plan shall adhere to the requirements outlined in County directives (including but not limited to CSS directive CCD-15-03 (Cost Allocation and Indirect Cost Requirements for CSS Subawards)), Exhibit Q (Accounting, Administration and Reporting Requirements), County Fiscal Manual, Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), and General Accepted Accounting Principles (GAAP). At a minimum, the Plan shall include the following information:

9.23.1.2.1 Description of Contractor's organization (i.e., non-profit, for-profit, public/government, etc.).

9.23.1.2.2 Description of Contractor's general accounting policies, including its basis of accounting.

9.23.1.2.3 List of all the funded programs.

9.23.1.2.4 An organizational chart that identifies the various services and/or functions for each unit.

9.23.1.2.5 A detailed listing of all shared and pooled direct and indirect costs that will be allocated.

9.23.1.2.6 Identification of the Contract year term for any information/documentation related to the Plan (i.e., July 1, 2016 - June 30, 2017).

9.23.1.2.7 A thorough description of the methods used to allocate all shared or pooled direct or indirect costs and the auditable documentation for supporting each basis for allocation.

9.23.1.3 Every cost included in the Plan shall be supported by formal, documented accounting records, and the basis for its distribution must be calculated by actual usage (e.g., time distribution, number of Clients served, square footage, etc.) - arbitrary percentages or estimates are not allowed.

9.23.1.4 Contractor's Authorized Representative shall sign

the Cost Allocation Plan, certifying the accuracy of the Plan and any revisions made thereto.

9.23.1.5 Prior to April 1 of each Contract year, Contractor shall submit written confirmation that its Plan methodology described in Subparagraph 9.23.1.2.6 will remain in effect throughout the following Contract year. In the event that this Plan methodology must be revised for the following Contract year then Contractor shall submit the revised methodology to County's Compliance Manager prior to April 1 of the current Contract year. The Plan methodology may only be revised once during any Contract year.

9.23.1.6 In the event that the information provided in the Plan as it relates to Subparagraphs 9.23.1.2.1 - 9.23.1.2.5 must be revised at any time during the Contract term then Contractor shall submit the revisions to County's Compliance Manager within thirty (30) days of completing the revisions.

9.23.1.7 Upon receipt of the revisions made to Contractor's Plan, County will review these revisions. Neither Contractor's submission of these revisions to its Plan nor County's receipt of these revisions to Contractor's Plan shall constitute County's acceptance or approval of the Plan revisions. County reserves the right to either accept or reject any revision(s) to the Plan that County deems is unacceptable. County will notify Contractor in writing whether the revisions are approved or rejected. Upon rejection of the revisions, Contractor shall take the required actions needed to correct its revisions. Contractor's failure to adhere to County's requirements shall subject Contractor to remedies available under this Contract.

#### **9.23.2 Closeout Reports**

9.23.2.1 Within thirty (30) days before the end of each FY, Contractor shall complete and submit a mandatory Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals as required in the State directive WSD12-3 (Quarterly and Monthly Financial Reporting Requirement) through the last day of the FY. County will notify Contractor of the deadline for submission of the Closeout Report.

9.23.2.2 Contractor must ensure that all invoices are submitted and finalized prior to the submission of its Closeout Report. County will not pay invoices that are received after Contractor has submitted the Closeout Report. Once County has reviewed and accepted Contractor's Closeout Report, the data reflected on the Closeout Report will be reported to State as final. Any subsequent revisions will require the written signature and authorization of Contractor's Authorized Representative.

- 9.23.2.3 If this Contract is terminated or cancelled prior to June 30th of any FY, or the Program ends, the Closeout Report shall be for that Contract period which ends on the termination, cancellation, or Program end date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

**9.23.3 Program Income Statement Report**

- 9.23.3.1 Program Income includes, but is not limited to:

9.23.3.1.1 Income received by Contractor or subcontractors directly generated by a grant support activity, or earned only as a result of the grant Contract during the grant period.

9.23.3.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds.

9.23.3.1.3 Interest income earned on funds received under this Contract is included.

9.23.3.2 Contractor shall adhere to the Program Income requirements outlined in Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (Title 2 Code of Federal Regulations Part 200 et al.).

9.23.3.3 The use of Program Income requires prior written approval from County's Program Manager.

9.23.3.4 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to identify the amount of Program Income. This Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of this Report.

9.23.3.5 This Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

**9.23.4 Plan for Disposition of Program Income**

9.23.4.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income (Plan). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in Subparagraph 9.23.3 is due.

9.23.4.2 The Plan shall be reviewed by County for final approval. The Plan shall be amended by



Contractor as soon as possible if the Program Income Statement Report is amended.

9.23.4.3 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

9.23.4.4 Final Report on Disposition of Program Income.

9.23.4.5 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income (Final Report) to County in the form and manner designated by County.

9.23.4.6 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, may extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

**9.23.5 Program Refunds and Rebates**

9.23.5.1 Contractor shall abide by the following:

9.23.5.1.1 Any refunds or rebates made during the period of performance of this Contract shall abate expenditures and not be retained by Contractor for other purposes. Examples of refunds and rebates include but are not limited to:

9.23.5.1.1.1 Refunds for workers compensation payments,

9.23.5.1.1.2 Vendor rebates, and

9.23.5.1.1.3 Receipts from sale of property for which County does not hold title.

9.23.5.2 Any refunds or rebates related to this Contract made after submission of the final report must be remitted to County. Checks shall be sent to:

County of Los Angeles  
Community and Senior Services  
Financial Management Division  
Attention: Fiscal Officer II  
3175 West 6th Street  
Los Angeles, CA 90020

**9.24 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) AND SYSTEM FOR**

## **AWARD MANAGEMENT (SAM)**

- 9.24.1 Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) and Title 2 Code of Federal Regulations Part 25, Contractor shall be responsible for obtaining and maintaining a DUNS number from Dun and Bradstreet and should be registered in SAM. The DUNS number is a unique nine-digit identification number and is site-specific. Therefore, each distinct physical location of an entity (such as branches, divisions, and headquarters) will have its own, unique DUNS number. Contractor can obtain a DUNS number at no cost via telephone 1-866-705-5711 or the Internet at <http://fedgov.dnb.com/webform>.
- 9.24.2 Contractor shall comply with the following requirements:
- 9.24.2.1 Contractor shall provide a valid DUNS number to County in the time and manner as designated by County.
- 9.24.2.2 Contractor must keep its DUNS number and maintain an active SAM registration with current information at all times on the website at: <https://www.sam.gov/portal/SAM#1>.
- 9.24.2.3 If County cannot access Contractor's DUNS information related to this Contract on the Federal Funding Accountability and Transparency Act Contract Reporting System (SAM.gov) due to errors in Contractor's data entry for its DUNS number, County will notify Contractor and Contractor must immediately update the information as required.
- 9.24.3 Contractor's failure to adhere to applicable DUNS and SAM requirements may result in County imposing remedies as determined by County in its sole discretion.

## **9.25 UNUSUAL OCCURRENCES AND CRIME**

- 9.25.1 Unusual occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by Contractor within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or email.
- 9.25.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone, and in writing or email. Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report.
- 9.25.3 Contractor shall maintain all incident reports in a manner consistent with Subparagraph 8.38 (Record Retention,

Inspection and Audit Settlement). Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

-----

IN WITNESS WHEREOF, Contractor has executed this Contract or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of Community and Senior Services, on the day and year first above written. The person(s) signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Contract shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Cynthia D. Banks, Director  
County of Los Angeles  
Community and Senior Services

**CONTRACTOR**

\_\_\_\_\_  
Contractor's Legal Name

\_\_\_\_\_  
Contract Number

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Approved as to Form:

**OFFICE OF COUNTY COUNSEL**  
Mary C. Wickham, County Counsel

By \_\_\_\_\_  
Lawrence Green  
Deputy County Counsel

By \_\_\_\_\_ Date \_\_\_\_\_  
Name of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

## **EXHIBITS A-1 THROUGH A-5**

- **A-1: WIOA Title I Adult & Dislocated Worker Statement of Work**
- **A-2: Youth@Work Statement of Work**
- **A-3: Veterans AJCC Statement of Work**
- **A-4: Rapid Response Statement of Work**
- **A-5: Senior Community Service Employment Program Statement of Work**



**EXHIBIT D (CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY  
CERTIFICATION)**

**GENERAL CERTIFICATION**

In accordance with Los Angeles County Code Section 4.32.010, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

- |  |  |
|--|--|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Contractor periodically conducts a self-analysis or utilization analysis of its workforce.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals and/or timetables. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

## EXHIBIT E (COUNTY'S ADMINISTRATION)

**FISCAL YEAR:** 2016/17

### COUNTY'S DEPARTMENT HEAD

**Name:** Ms. Cynthia D. Banks  
**Title:** Director  
**Address:** 3175 West Sixth Street  
Los Angeles, Ca 90020  
**Telephone:** (213) 637-0798  
**E-Mail Address:** [cbanks@css.lacounty.gov](mailto:cbanks@css.lacounty.gov)

### COUNTY'S PROJECT DIRECTOR

**Name:** Ms. Chris Frau  
**Title:** Administrative Services Manager II  
**Address:** 3175 West Sixth Street  
Los Angeles, Ca 90020  
**Telephone:** (213) 351-5090  
**E-Mail Address:** [cfrau@css.lacounty.gov](mailto:cfrau@css.lacounty.gov)

### COUNTY'S PROJECT MANAGER

**Name:** Ms. Irene Pelayo  
**Title:** Human Services Administrator II  
**Address:** 3175 West Sixth Street  
Los Angeles, Ca 90020  
**Telephone:** (213) 351-5246  
**E-Mail Address:** [IPelayo@css.lacounty.gov](mailto:IPelayo@css.lacounty.gov)

### COUNTY'S CONTRACT PROJECT MONITOR

**Name:** Mr. Paul Goldman  
**Title:** Assistant Director  
**Address:** 3175 West Sixth Street  
Los Angeles, Ca 90020  
**Telephone:** (213) 738-2783  
**E-Mail Address:** [pgoldman@css.lacounty.gov](mailto:pgoldman@css.lacounty.gov)



**EXHIBIT F (CONTRACTOR'S ADMINISTRATION)**

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NUMBER:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**NOTICES TO CONTRACTOR SHALL BE SENT TO:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**INVOICES – AUTHORIZED SIGNER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
*Signature:* \_\_\_\_\_

**BUDGET ANALYST:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**MIS DATA ENTRY PERSONNEL:**

**PRIMARY CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**SECONDARY CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

## **EXHIBIT G1 (CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT)**

### **GENERAL INFORMATION:**

Contractor has entered into this Contract with County of Los Angeles to provide certain Services to County. County requires Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

### **CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that Contractor employees, consultants, outsourced vendors and independent contractors (Contractor's Staff) that will provide Services in this Contract are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of Work under this Contract.

Contractor understands and agrees that Contractor's Staff are not employees of County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from County of Los Angeles by virtue of Contractor's Staff's performance of Work under this Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from County of Los Angeles pursuant to any agreement between any person or entity and County of Los Angeles.

### **CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with Work pertaining to Services provided by County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving Services from County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with County of Los Angeles. County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County Work, County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of Work to be provided by Contractor's Staff for County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing Work pursuant to this Contract. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving Services from County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under this Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to Contractor's Staff during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this Confidentiality Agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor shall report such violations to County's Project Manager.

Contractor and Contractor's Staff acknowledge that violation of this Confidentiality Agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that County of Los Angeles may seek all possible legal redress.

---

Contractor's Name

---

Contract Number

---

Name of Authorized Representative (Print)

---

Title of Authorized Representative

---

Authorized Representative's Signature

---

Date

## **EXHIBIT H (CONTRACTOR EMPLOYEE JURY SERVICE)**

Los Angeles County Code  
Title 2 (ADMINISTRATION)  
Chapter 2.203.010 through 2.203.090  
Contractor Employee Jury Service

### **2.203.010 Findings.**

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002).

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002.)



EXHIBIT I (SAFELY SURRENDERED BABY LAW)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



EXHIBIT I (SAFELY SURRENDERED BABY LAW)

# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)





# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviado en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**EXHIBIT N (BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"))**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (CFR) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or Services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules, in order for Contractor to provide such functions, activities or Services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (hereafter "Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 CFR 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 CFR 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain Services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business

associate. And in reference to the party to this Business Associate Agreement, "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 CFR 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 CFR 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 CFR 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 CFR 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 United States Code (USC) 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 CFR 160.103. For the convenience of the parties, electronic media means: (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including those of paper (via facsimile) and of voice (via telephone), are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 CFR 160.103, limited to Protected Health Information created or received by Business Associate

from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is: (i) transmitted by electronic media; or (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 CFR 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 CFR 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 CFR 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 CFR 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that: (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 CFR 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 CFR 160.103.
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 CFR 164.304.

- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 CFR 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 CFR 164.103.).
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is

Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate 45 CFR 164 Subpart E if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with 45 CFR 164 Subpart C with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate



Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the timeframes specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event shall the report be completed and submitted to the Chief Privacy Officer later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information. Such written report shall be submitted to the Chief Privacy Officer by mail or e-mail as follows: **Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012; or [HIPAA@auditor.lacounty.gov](mailto:HIPAA@auditor.lacounty.gov)**. To the extent possible, the written report shall include:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 CFR 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person who is highly knowledgeable about the facts and circumstances of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 CFR 164.502 (e)(1)(ii) and 45 CFR 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on

behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information ("Subcontractor Business Associate Agreement").

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1 (Subcontractor Business Associate Agreement).
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Business Associate shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify Covered Entity by contacting County's Contract Project Monitor.
- 6.5 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information by contacting County's Contract Project Monitor.
- 6.6 Without limiting the requirements of Section 6.1, the Subcontractor Business Associate Agreement shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 CFR 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Project Director in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, the information shall be provided in a readable electronic form and format as agreed to by Covered Entity and the Individual.

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 CFR 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Project Director in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

## **9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Within ten (10) business days after receipt of a written request from Covered Entity, Business Associate shall provide information collected in accordance with Section 9.1.1 to Covered Entity's County Project Director to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity's County Project Director in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 CFR 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under 45 CFR 164 Subpart E, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity's County Project Director of any requests made by the Secretary and provide Covered Entity's County Project Director with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 CFR 164.404.
  - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect himself or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with 45 CFR 164 Subpart D, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Section 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and



expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under 45 CFR 164 Subpart E if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without

payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall not retain any copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to

carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with 45 CFR 164 Subpart C with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered Entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The parties agree that the provisions under the HIPAA Rules that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.
- 20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of

the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## EXHIBIT O (CHARITABLE CONTRIBUTIONS CERTIFICATION)

The Nonprofit Integrity Act (Senate Bill 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your organization:**

- ☐ Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Contractor engages in activities subjecting it to those laws during the term of this Contract, Contractor will timely comply with them and provide County's Project Director a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- ☐ Contractor is registered with the California Registry of Charitable Trusts under the CT number listed below and is in compliance with its registration and reporting requirements under California law. Attached is a copy of Contractor's most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date



## **EXHIBIT P**

### **DEFINITIONS**

**(DEFINITIONS FROM RFP APPENDIX R WILL BE INSERTED HERE)**



## **EXHIBIT Q (ACCOUNTING, ADMINISTRATION AND REPORTING REQUIREMENTS)**

The purpose of this Exhibit Q is to establish required accounting, financial reporting, and internal control standards for Contractor.

The accounting, financial reporting and internal control standards described in this Exhibit Q are minimums. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Exhibit Q represents the minimum required procedures and controls that must be incorporated into Contractor's accounting and financial reporting systems. Contractor certifies that throughout the entirety of this Contract, it shall maintain the required level of staffing as outlined in this Contract. Therefore the internal control standards described herein are those that apply to Contractor's organization and Contractor shall comply with the intent of these standards and implement internal control systems in its performance of the Work hereunder. Contractor's subcontractors must also follow these standards unless otherwise stated in this Contract.

### **A. ACCOUNTING AND FINANCIAL REPORTING**

#### **1.0 Basis of Accounting**

Contractor shall maintain written financial and accounting procedures which incorporate Generally Accepted Accounting Principles and Contractor shall adhere to the requirements set forth therein. Contractor may elect to use either the accrual basis or cash basis of accounting during the Fiscal Year for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions. All financial reports required by County shall be prepared by Contractor using accrual information and shall be submitted as directed by County.

#### **1.1 County recommends the use of the accrual basis for recording financial transactions.**

##### **Accrual Basis**

Under the accrual basis for recording financial transactions, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

##### **Accruals**

Accruals shall be recorded observing the following:

- Recorded accruals must be reversed in the subsequent accounting period.

1.2 If Contractor elects to use the cash basis for recording financial transactions during the Fiscal Year:

- Necessary adjustments must be made to record the accruals at the beginning and the end of the Fiscal Year.
- All computations, supporting records, and explanatory notes used in converting from the cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Contract Fiscal Year to the extent goods and Services are received or are applicable to that Fiscal Year.

2.0 Accounting System

Contractor shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. Contractor shall also maintain a Payroll Register. Postings to the General Ledger and Journals shall be made at least on a monthly basis. Contractor shall maintain a separate Cost Center(s), which clearly identifies funds received and expended on Services provided.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

<u>Example:</u>	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

## 2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain the following column headings (minimum requirements):

- Date
- Receipt Number
- Cash Debit columns
- Income Credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (entries in the description column must specify the source of cash receipts)

## 2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain the following column headings (minimum requirements):

- Date
- Check Number
- Cash (Credit) column
- Expense Account name
- Description

Note (1) Separate cost columns are required for salary expense and other recurring cost classifications for each Program.

Note (2) Entries in the description column must specify the nature of the cost and the corresponding cost classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks).

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same cost classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed upon audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. See Sub-sections A.3.2 (Supporting Documentation) and B.2.4 (Credit Cards) for additional guidance on expense documentation requirements.

#### **2.4 General Ledger**

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for the expenses and revenues of each of Contractor's programs (both County and non-County programs).

#### **2.5 Chart of Accounts**

A Chart of Accounts shall be maintained:

- County recommends that Contractor use the expense account titles on the monthly invoice submitted to County.
- If Contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

#### **2.6 Payroll Register**

County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- Name
- Position
- Social Security Number (at a minimum last four digits of the SSN)
- Salary (hourly wage)
- Payment Record including:
  - Accrual Period
  - Gross Pay
  - Itemized Payroll Deductions
  - Net Pay Amount
  - Check Number

If a Payroll Register is not used, the information discussed above must be recorded in the Cash Disbursements Journal.

Contractor will ensure compliance with all applicable Federal and State requirements for withholding payroll taxes (e.g., FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (e.g., 941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

## **2.7 Contractor Invoices**

Contractor shall present an invoice to County each calendar month to report the prior month's financial activity of the Program. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the Fiscal Year. An invoice shall be provided to County as required in this Contract. At the discretion of County, Contractor will be required to submit all invoices and supporting documentation through County's Contract Management System - Contractor's Gateway or any other electronic System to be determined by County.

## **3.0 Records**

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of Contractor's accounting records or supporting documentation shall be immediately reported to County pursuant to the requirements outlined in Exhibit S (Purchase, Inventory and Disposal Requirements for Fixed and Non-Fixed Assets and Supplies), Section II.C (Loss, Destruction or Theft of Assets). Contractor shall report, to the local law enforcement agency having jurisdiction, any act(s), which may reasonably be thought to constitute a crime, and/or which appear to have resulted in the destruction, damage or alteration of any record subject to the provisions of this Exhibit Q. Contractor shall prepare a report and submit it to the local law enforcement agency within twenty-four hours after becoming aware of the acts which have resulted in the destruction, damage, or alteration of the record.

A copy of the resulting crime/incident report must be retained by Contractor for a period of time under which the underlying records were destroyed, or damaged were required to be retained plus an additional four (4) years, and shall be retained for a longer period in the case of unresolved litigation or audit.

To the extent that automated accounting records contain confidential information including but not limited to the names and addresses of individuals, Social Security Numbers, etc., the computer files containing this information must be adequately encrypted using the most current encryption standards to prevent unauthorized access and use.

If the allowability of expenditures cannot be determined because Contractor's records or documentation are non-existent or inadequate according to Generally Accepted Accounting Principles set forth in 2 CFR 200.302, the expenditures will be questioned during an audit/monitoring review and may be disallowed at the sole discretion of County or its Authorized Representative.

### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained pursuant to the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts, canceled checks, and other documentation, including electronic documentation clearly establishing the nature of the expenditure and its relevance to for the Program shall be required to support an outlay of Contract Funds. Unsupported disbursements will be disallowed upon audit. Contractor will be required to repay County for all dollar for dollar disallowed costs. **Photocopied (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent that the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) Contractor shall retain the original source document for inspection by County. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.**

Supporting documentation is required for various types of expenditures. Contractors shall provide acceptable supporting documentation for all expenditures, and, with regard to the following categories of expenditures, acceptable supporting documentation shall consist solely of the documentation listed for each expenditure type. Another form of documentation may be used, in lieu of the listed types of acceptable supporting documentation, provided Contractor obtains prior written approval of County to use a specific type of alternative documentation.

**Payroll** – timecards and attendance records signed by an employee and approved in writing by a supervisor; time distribution records by Program accounting for total work time on a daily basis for all employees; records showing actual expenditures for Social Security and unemployment insurance; State and Federal quarterly tax returns; Federal W-2 forms; and Federal W-4 forms. Personnel records shall also be maintained documenting employee pay rates. Personnel records shall also contain documentation confirming that educational and practical experience requirements of an employee's position have been met. Where licensure is a requirement of an employee's position, Contractor's personnel file shall contain proof that employees have the required licenses/certifications.

**Consultant Services** – contracts (detailing the nature and scope of services to be provided), time and attendance records, billing rates, travel vouchers (detailing purpose, time and location of travel), purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided. Contractor shall also maintain copies of all completed federal form 1099s, establishing that all payments to all consultants were reported in a timely fashion to federal and State taxing agencies.

**Travel** – prior, written approval from County's Project Director for travel expenses related to providing Services under this Contract; written travel policies of Contractor; travel expense vouchers showing location, date and time of travel, purpose of trip, benefit(s) to the Program and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and beginning and ending odometer readings and the resulting mileage. Vehicle mileage logs must clearly identify business versus non-business, or personal travel. For travel related to conferences, Contractor shall at a minimum retain conference literature, including but not necessarily limited to, agendas and handouts detailing the purpose of the conference, as part of Contractor's documentation of the propriety of the travel expenditure, and its applicability to the Work performed by Contractor hereunder.

Reimbursement rates for mileage shall not exceed applicable County guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel. Maximum reimbursable lodging amount is County's maximum reimbursement rate for employees for a single occupancy hotel accommodation. Receipts shall also be required for airfare, car rentals, ground transportation and parking.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, Contractor shall maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc. Contractor shall also maintain documentation acknowledging the receipt of the specific goods and services for the expenditure (e.g., stock received reports, packing slip signed by the receiving employee, etc.). For internal control purposes, Contractor may also maintain vouchers, purchase orders, requisitions, etc.

**Vehicle Expenses** – A vehicle mileage log must be maintained which established the extent to which company owned vehicles are used for business, versus non-business purposes. For all business related trips, the log shall identify trip dates, the origin and destination of the trip along with beginning and ending odometer readings and the resulting mileage. For other vehicle expenses such as gasoline and maintenance, invoices/receipts must be maintained which reflect the vehicle license number, or vehicle identification number of the vehicle being serviced or fueled. The record maintenance requirements for company-owned vehicles, also applies to personal vehicles used for business purposes.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and business purpose of each meal, and identification of the Client(s).

**Loans from Employees/Related Parties** – Loans to Contractor by employees and/or related parties shall be supported by a written loan agreement and records documenting that the lent funds were deposited into Contractor bank account. Contractor shall also maintain documentation showing that the loan proceeds were actually used for the Program. To the extent that the loan agreement provides for the payment of interest, the interest may not be an allowable expense under this Contract. If the payment of interest is allowable, interest shall not be accrued at a rate which exceeds the most current available County Treasury Rate plus one percent.

### **3.3 Payments to Affiliated Organizations or Persons**

Prior to making payments to affiliated organizations or persons (i.e., related party transactions), Contractor shall complete a disclosure statement identifying the nature of the affiliated, or related organization/persons.

Contractor shall not make payments to affiliated organizations or persons for Program expenses (e.g., salaries, services, rent, etc.) that exceed the lesser of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).



Organizations or persons (related parties) related to Contractor or its members by blood, marriage, or through a legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Contract. County shall be solely responsible for determining affiliation unless otherwise allowed and approved by the State or Federal agencies.

Payments to affiliated organizations or persons will be disallowed upon audit to the extent the payments exceed the lower of actual costs or the reasonable costs (fair market value) for such items.

#### 3.4 Filing

All relevant supporting documentation for reported Program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- Checks – Numerically
- Invoices – Vendor name and date
- Vouchers – Numerically
- Receipts – Chronologically
- Timecards – Pay period and alphabetically

#### 3.5 Referencing

Accounting transactions posted to Contractor's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on Contractor's books be cross-referenced to the supporting documentation as follows:

- Invoices – Vender name and date
- Checks – Number
- Vouchers –Number
- Revenue – Receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one (1) check, all related invoices should be bound together and cross-referenced to the check issued for payment.

#### 4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for this Contract must be utilized on allowable Contract expenditures. Similarly, income from investments (e.g., interest or dividends), where the source of the amount invested is County program funds, shall be deemed

restricted revenue that must be utilized on allowable expenditures, or returned to County.

## 5.0 Audits

For routine audits and inspections, Contractor will make available County and any of its duly Authorized Representatives (including State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), upon request, during County's hours of operation, throughout the duration of this Contract and for the authorized retention period outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract, all of its books and records, including but not limited to those which relate to its operation of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through County. All such books and records shall be maintained at a location within Los Angeles County.

In general, audits will normally be performed during normal business hours, Monday through Friday. However, County retains the right to inspect and conduct investigations of Contractor's fiscal operations and contract compliance at any time, without prior notice to Contractor seven days a week, when County has information which it, in its sole discretion, deems justifies such an unannounced visit, inspection, audit or investigations.

## B. INTERNAL CONTROLS

Internal controls safeguard Contractor's assets from misappropriations, misstatements or misuse. Contractor shall prepare necessary written procedures establishing internal controls for its staff. Contractor shall instruct all of its staff in these procedures and continuously monitor operations to ensure compliance with them.

### 1.0 Cash Receipts

#### 1.1. Separate Bank Account or Cost Center

All Contract Funds shall be maintained in a bank account. Contract Funds shall be used exclusively for Services funded under this Contract and shall not be commingled with any other monies of Contractor. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate bank accounts.

## 1.2 Deposits

When collections are received by mail, two employees should be assigned to open the mail and list all collections received on a check remittance log.

All checks shall be restrictively endorsed upon receipt. Cash received shall be recorded on pre-numbered receipts and the receipts/check remittance log shall be reconciled to the amount being deposited.

Voided receipts shall be retained and the sequences of receipts issued/voided shall be periodically accounted for.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one (1) day of receipt. Collections of less than \$500 may be held, and shall be secured and deposited weekly or when the total reaches \$500, whichever occurs first. If Contractor can establish that a larger limit is warranted, Contractor may request authorization from County to increase the limit to an amount greater than \$500.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable). Contractor shall retain photocopies of County warrants reflected on each deposit slip, or record the individual warrant numbers onto the deposit slip.

## 1.3 Separation of Duties

An employee who does not handle cash shall record all cash or check receipts in Contractor's accounting records.

## 1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, or check writing responsibilities.

Monthly bank reconciliations should be prepared within thirty (30) days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed and dated by both the preparer and the reviewer. Reconciling items should be resolved timely.

## 2.0 Disbursements

### 2.1 General

All disbursements (other than those made for petty cash, purchases) shall be made using Contractor's check, electronic funds transfer, or debit/credit card.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Similarly, electronic debits to "cash" shall not be made. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature is recommended on all checks over \$500, unless otherwise authorized by County in writing. In instances where the payee is also a signor on the check, the disbursement shall be reviewed and approved by a higher level employee, or Board member who shall also sign the check.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent duplicate payments or reuse.

Disbursements without adequate supporting documentation will be disallowed upon audit.

## **2.2 Approvals and Separation of Duties**

Employees responsible for approving cash disbursements and/or signing checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

## **2.3 Petty Cash**

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by Contractor (e.g., postage due, small purchases of office supply items, etc.). Contractor must obtain prior written approval from County's Project Director to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor

disbursements (under \$10), such as parking meters, fee, etc., then some written documentation shall be maintained and approved by a supervisory employee not associated with the transaction. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices (i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

#### **2.4 Credit Cards**

The use of credit cards, both Contractor issued credit cards and an employee's personal credit card used on behalf of Contractor, should be limited to purchases where established purchasing and disbursement practices are not suitable.

Credit cards issued in Contractor's name must be adequately safeguarded and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by Contractor management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased the employee making the purchase, and the justification for the purchase. Credit card statements are not sufficient support for credit card purchases.

#### **3.0 Timekeeping**

##### **3.1 Timecards**

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of Contractor's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed upon audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time. To the extent Contractor utilizes electronic timecards and time reports, Contractor must ensure that both the employee and supervisor certify time reported using electronic signatures. Where electronic timecards and time

reports are used, Contractor's reporting system must be able to electronically record the date/time the timecard was prepared/reviewed. Contractor's electronic time reporting system must also have sufficient controls to prevent unauthorized alteration/changes to electronic time records and reports.

### 3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals. Any automated personnel and payroll records which contain confidential information such as employee addresses, medical condition information, etc. should be adequately encrypted to prevent unauthorized access and use using the latest encryption standards. Contractor shall develop, maintain and adhere to its written personnel policies and procedures, wherein such procedures shall incorporate due process protection according to standard personnel practices.

Personnel and payroll records shall include, but are not limited to, the following:

- Employee's authorized salary rate
- Employee information sheet (e.g., employee contact information, emergency contact information, etc.)
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license(s), etc.)
- Performance evaluations
- Criminal record clearance (if required)
- Citizenship status
- Benefit balances (e.g., sick time, vacation, etc.)
- Health Clearances (if required)

### 3.3 Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

### 3.4 Limitations on Positions and Salaries

Contractor shall not pay any salaries which are higher than those authorized in this Contract, or the Exhibits thereto, including this Exhibit Q.

When this Contract is for **Workforce Investment Act Program Services**, Contractor shall adhere to Public Law 109-234, as provided by the

Employment Development Department (EDD) through its issuance of a directive. Contractor shall obtain the most current version of EDD's directive on salary and bonus limitations on-line using the following Website address: <http://www.edd.ca.gov/JobsandTraining/ActiveDirectives.htm>.

For purposes of establishing a reasonable level of compensation for Contractor's employees, County may refer to the applicable Child Welfare League of America (CWLA) Salary Study.

If an employee serves in the same or dual capacities under more than one contract or program, time charged to the contracts or programs taken as a whole may not exceed 100% of the employee's actual time worked.

Salaried employees shall be paid a salary that corresponds with the employee's work schedule. For example, a ½-time salaried employee performing the same or similar work should be paid proportionately less than a full-time salaried employee.

The salary expense of salaried employees working on more than one (1) contract or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

Contractor shall not make retroactive salary adjustments for any employee without prior written approval from County's Project Director.

### 3.5 Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll transaction, or reconciling bank accounts.

All employee hires, terminations or pay rate changes shall be approved in writing by authorized persons independent of payroll responsibilities.

### 4.0 Bonding – All officers, employees, and contractors who handle cash or have access to Contractor's funds (e.g., prepare checks, etc.) shall be bonded pursuant to Paragraph 8.25 (Insurance Coverage) of this Contract.

## C. COST PRINCIPLES

### 1.0 Policy

It is the intent of County to provide funds to Contractor for the purpose of providing Services required by this Contract. Contractor shall use these Contract Funds on actual expenses in an economical and efficient manner and shall ensure that these expenditures are reasonable, proper, and

necessary costs of providing Services and are allowable in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

- 1.1 Contractor is responsible for obtaining the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), which is available on-line at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

## 1.2 Limitations on Expenditures of Contract Funds

Contractor shall comply with this Contract and the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.). The Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), defines direct and indirect costs, discuss allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically address the allowability of a variety of different costs.

If Contractor is unsure of the allowability of any particular type of cost or individual cost, Contractor should request advance written approval from

County's Project Manager prior to incurring the cost. Any conflict or inconsistency between or among the requirements outlined within this Contract, Exhibit A (Statement of Work), this Exhibit Q, and Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), shall be resolved by giving precedence as follows:

- Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.)
- Contract
- Exhibit A (Statement of Work)
- Exhibit Q (Accounting, Administration and Reporting Requirements)

## 1.3 Expenses Incurred Outside the Contract Period

Expenses charged against Contract Funds may not be incurred prior to the effective date of this Contract, or subsequent to this Contract's expiration or termination date. Similarly, current period expenses related to events or activities that occurred prior to the effective date of the Contract may not be allowable. For example, legal costs incurred prosecuting or defending a lawsuit stemming from events which occurred during a period not covered by a valid Contract between Contractor and County are not allowable. Expenses charged against Contract Funds during any Fiscal Year period may not be incurred outside of that Fiscal Year period.



**1.4 Budget Limitation**

Expenses may not exceed the maximum limits shown on Exhibit X; (Budget).

**1.5 Unspent Funds**

Contractor shall return any unspent Contract Funds to County unless otherwise permitted by this Contract. In addition, County will determine the disposition of unspent Contract Funds upon expiration or termination of this Contract and at the end of each Fiscal Year period.

**1.6 Necessary, Proper and Reasonable**

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable. These expenditures must clearly evidence a benefit(s) to the Program.

**2.0 Allocable Expenses**

When Contractor provides services in addition to the Services required under this Contract, Contractor shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), Contractor shall define its allocable expenses as either direct or indirect costs (as defined in Sub-sections C.2.1 (Direct Costs) and C.2.2 (Indirect Costs) below) and shall allocate each cost using the basis that is most appropriate and feasible.

Contractor shall maintain documentation of allocated expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated expenses be charged to an extent greater than 100% of actual expenses or the same expense be charged both directly and indirectly.

**2.1 Direct Costs**

Unless otherwise set forth in this Contract, or required by the funding source(s), direct costs are defined as those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of Contractor's organization). Examples of direct costs include salaries and benefits of employees working on the Program, supplies and other items purchased specifically for the Program, costs related to space used by employees working on the Program, etc.

For all employees, other than those employed in general or administrative positions, the hours spent on each program (activity) should be recorded on the employees' timecards and the payroll expenses should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one (1) program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees working in each program
- Square footage occupied by each program
- Other relevant and equitable methods of allocation

## **2.2 Indirect Costs**

Indirect costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of Contractor's organization, and the salaries and expenses of executive officers, personnel administration, and accounting staff.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as significant one-time expenses, or subcontractor payments)

## **2.3 Acceptable Indirect Cost Allocation Methods**

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200 et al.), describes the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

### **Simplified Allocation Method**

This method can be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all

allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

#### Example

Agency-wide indirect costs	\$250,000
Less: Capital Expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total Agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

#### Direct Allocation Method

This method can also be used when Contractor's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for rentals, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

#### Multiple Base Allocation Method

This method can be used when Contractor's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

#### Negotiated Indirect Cost Rates

Contractor has the option of negotiating an indirect cost rate or rates for use on all its Federal programs. Contractor must submit a Cost Allocation Plan to the Federal agency providing the majority of funds to Contractor's organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If Contractor has a Federally approved indirect cost rate, Contractor shall submit a copy of the approval letter to County's Contract Project Monitor upon request.

**D. UNALLOWABLE COSTS**

Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget (2 CFR 200.421 et seq.) addresses the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions (exceptions may include self-insurance, pension funds and reserves for normal severance pay)
- Contributions and donations rendered
- Fines and penalties (e.g., including but not limited to NSF Check Fees, Traffic Citation Fees)
- Lobbying and fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards
- Capital expenditures
- Advertising and public relations
- Entertainment/alcoholic beverages

Additionally, Contractor shall not use Contract Funds to repay disallowed costs.

**E. REPORTING FRAUD, ABUSE, MISCONDUCT OR NON-COMPLIANCE**

1.0 Contractor shall report suspected fraud (including welfare fraud), abuse, waste, or misuse of public monies, and misconduct of County personnel to the Los Angeles County Fraud Hotline. Contractor shall also report suspected fraud, abuse, waste, or misuse of public monies, and misconduct committed by its employees, volunteers, and any subcontractors when that fraud affects its Contract with County. Reportable conditions of fraud include, but are not limited to:

- Requests for bribes/kickbacks/gratuities by County personnel
- Favoritism/nepotism in the awarding of County contracts, selection of vendors or hiring of Contractor's employees
- Theft or misuse of any funds, resources or equipment
- Falsification of records
- Violation of conflict of interest requirements; etc.

2.0 Failure to report the types of fraud/misconduct discussed above may be grounds for termination of this Contract as solely determined by County.

- 3.0 Reports can be made anonymously to the Los Angeles County Department of Auditor-Controller, Office of County Investigations as follows:

Website: [www.lacountyfraud.org](http://www.lacountyfraud.org)  
E-Mail Address: [Hotline@auditor.lacounty.gov](mailto:Hotline@auditor.lacounty.gov)  
Fraud Hotline: (800) 544-6861  
Fax: (213) 633-0991  
Mail: Office of County Investigations  
500 W. Temple St., Room 515  
Los Angeles, CA 90012

4.0 User Complaint Report

- 4.1 County's staff shall complete the User Complaint Report (UCR) to report Contractor's non-compliance with the requirements of this Contract. Areas of Contractor's non-compliance include, but is not limited to, the following:
- Contractor's Project Manager or other staff not responding to messages/requests from County staff.
  - Contractor's Project Manager or other staff does not attend trainings/meetings required by County.
  - Contractor staff changes without prior notification to County.
  - Illegal or inappropriate behavior by Contractor's staff.
  - Contractor not submitting reports/documents or maintaining records as required.
  - Contractor not complying with the quality assurance requirements as specified in this Contract.
- 4.2 County's Contract Project Monitor shall maintain the UCR, and it will be used to evaluate Contractor's performance of the requirements of this Contract in addition to being used as the basis for placing Contractor on probation, suspending payment, suspending this Contract, terminating this Contract or any other remedies that are available in this Contract. The UCR may also be used during County's solicitation process to evaluate Contractor's past performance on this Contract in addition to being used when Contractor requests a reference from County for purposes of applying for other grants.



## EXHIBIT R (JOINT FUNDING REVENUE DISCLOSURE)

**List all revenue coming to Contractor (including foundation grants and donations). Use additional pages as necessary.**

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			
GRAND TOTAL OF ALL PAGES			

**Contractor's Name**

Contract Number

Name of Preparer (Print)

Date Prepared

Revenue Source (Agency or Organization Name, Contact Name and Phone Number)	Funding Amount	Funding Period	
		Start Date	End Date
PAGE TOTAL			



**EXHIBIT S (PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS  
FOR FIXED ASSETS, NON-FIXED ASSETS AND SUPPLIES)**

**I. GOVERNING REGULATIONS AND POLICIES**

- A. If this Contract indicates that Contractor may purchase Fixed Assets, Non-Fixed Assets and Supplies using Contract Funds, pursuant to Paragraph 9.5 (Fixed Assets, Non-Fixed Assets and Supplies), Contractor shall adhere to all Federal, State and County purchasing and fiscal policies, procedures and requirements. Regardless of the source of the Contract Funds (i.e., Federal, State or County/local monies), Contractor shall adhere to these purchasing, inventory and disposal requirements for all Fixed Assets, Non-Fixed Assets and Supplies which are defined in Section II (Fixed Asset, Non-Fixed Asset and Supplies), herein. Such requirements include, but are not limited to, the following:
  - 1.0 The requirements of this Exhibit S
  - 2.0 Administrative requirements, procurement standards and cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
  - 3.0 Additional requirements which may be communicated to Contractor through County memorandum, directives, Change Notices, Contract Amendments, etc.
- B. Throughout this Exhibit S, references will be made to Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.). These references shall mean that Contractor shall follow the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) that apply to Contractor based on the type of Program being funded through this Contract (e.g., Area Agency on Aging Programs, Workforce Investment Act Programs, etc.) and the type of entity that best describes Contractor's organization (e.g., non-profit, local government, educational institution, etc.).
- C. The requirements outlined in this Section I, herein, are applicable to Fixed Assets and Non-Fixed Assets. When specific requirements related to Supplies are not addressed, Contractor shall exercise the same due diligence and care required for the purchase, inventory

and disposal of Fixed Assets and Non-Fixed Assets when Contractor uses Contract Funds to purchase Supplies.

- D. In the event of any conflict or inconsistency between the requirements established in this Exhibit S and any of the governing Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.), the conflict shall be resolved by giving precedence to the governing Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

## II. FIXED ASSET, NON-FIXED ASSET AND SUPPLIES

### A. Fixed Asset

1.0 A Fixed Asset is an item which has all of the following attributes:

1.1 Includes, but is not limited to, property, plant, equipment, land, buildings, additions, attachments, improvements, betterments, machinery, vehicles, furniture, tools, intangibles, mineral resources, etc. which are not consumed/sold during the normal course of Contractor's business under this Contract.

1.2 Has a unit acquisition cost that is \$5,000 or more.

1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.

1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to

make this unit usable for the purpose for which it is acquired.

1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would not meet the \$5,000 unit acquisition cost threshold.

1.3 Has a normal useful life of at least one (1) year.

1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.

1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s) for the same/similar purpose as this Contract. Such purchases must be allowable and allocable under the requirements of this Contract. For purposes of this Contract, a Predecessor Agreement(s) shall mean a contract between County and Contractor that was executed prior to this Contract for the same/similar Program Services as this Contract, and such contract has expired or terminated.

1.6 Must be ordered or purchased prior to the last three months of the Contract Term, unless the acquisition is pre-approved by County.

**B. Non-Fixed Asset**

1.0 A Non-Fixed Asset is an item which has all of the following attributes:

1.1 Does not meet all of the requirements for a Fixed Asset, which are outlined above in Sub-section II.A (Fixed Asset), herein, and includes, but is not limited to, computers, laptops, copier machines, printers, etc.

1.2 Has a unit acquisition cost that is less than \$5,000 but is at least \$500, or has a unit acquisition cost that is less than \$5,000 but is at least \$300 if it was purchased under a Predecessor Agreement(s).

- 1.2.1 For purposes of determining how to classify items as either a Fixed Asset or a Non-Fixed Asset, a unit is defined as either one (1) item or a group of individual items which are purchased together as a bundle in order to be used together. As an example, a desktop computer system which includes a tower along with other peripheral items such as a monitor and/or printer or a laptop system which also includes additional peripherals are considered one (1) unit when each of these systems are purchased as a unit.
- 1.2.2 The unit acquisition cost is the net invoice price of a unit, which includes shipping costs and sales taxes, any applicable credits and discounts as well as the cost of any modifications, attachments, accessories, or auxiliary apparatus which are necessary to make this unit usable for the purpose for which it is acquired.
- 1.2.3 To determine the unit acquisition cost of an asset, consider the following example: four (4) identical pieces of equipment, which cost \$3,000 each, totaling \$12,000 would meet the requirements for the unit acquisition cost described herein.
- 1.3 Has a normal useful life of over one (1) year.
- 1.4 Is used to conduct Contractor's business in the performance of the Work required under this Contract. Such asset must provide a direct benefit to the Program and Services.
- 1.5 Is either purchased with Contract Funds and/or was acquired by Contractor under a Predecessor Agreement(s). Such purchases must be allowable and allocable under the requirements of this Contract.

**C. Usage of the Term "Assets"**

- 1.0 Throughout the entirety of this Exhibit S, references will be made to items that are classified as either Fixed Assets or Non-Fixed Assets. The use of these classifications is based on whether the item meets the requirements outlined in Sub-

section II.A (Fixed Asset), herein, and Sub-section II.B (Non-Fixed Asset), herein. In some instances where a specific type of asset is being discussed or addressed, the appropriate term will be used to identify that asset as either a Fixed Asset or a Non-Fixed Asset. Otherwise, any usage of the specific term "Assets" shall mean that the requirements apply to both Fixed Assets and Non-Fixed Assets, collectively (hereafter "Assets").

**D. Types of Assets**

**1.0** Additions and Attachments are products that typically involve physical extensions of existing units that are necessary to make these units usable for the purposes for which they are acquired, but do not involve renovations.

**1.1** An Addition or an Attachment is considered a Fixed Asset when its cost, combined with the cost of the unit it is attached to, along with its other characteristics, meet the definition of a Fixed Asset as set forth herein.

**1.2** Examples of Additions and Attachments include new rooms, new roof, new heating, ventilation and air conditioning (HVAC) system added to an existing building, etc.

**2.0** Improvements and Betterments are products that typically do not increase the physical size of the unit.

**2.1** Requirements for Area Agency on Aging (AAA) Programs, Adult Protective Services Program, Dispute Resolution Program and Workforce Investment Act (WIA) Programs

**2.1.1** Improvements and Betterments enhance the condition of a unit (e.g., extend life, increase service capacity, lower operating costs, etc.).

**2.1.2** An Improvement or a Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.

**2.1.3** Examples of Fixed Assets that might be improved or bettered include roads, bridges,

curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage and lighting systems, etc.

**2.2 Requirements Exclusive to Community Services American Indian Block Grant Program**

**2.2.1** For purposes of the Community Services American Indian Block Grant Program, Improvements and Betterments shall only include low-cost residential weatherization or other energy-related home repairs.

**2.2.2** Such Improvement or Betterment is considered a Fixed Asset when the final cost of the unit being improved or bettered along with its other characteristics, meet the definition of a Fixed Asset as set forth in Sub-section II.A (Fixed Asset), herein.

**2.2.3** The purchase or improvement of land or the purchase, construction or permanent improvement of any building or other facility except as provided in this Sub-section II.D.2.2, herein, is strictly prohibited.

**3.0** Intangible Property is an item which lacks physical substance but gives valuable rights to the owner; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

**3.1** The acquisition cost of the Intangible Property includes all amounts incurred to acquire and to ready the Asset for its intended use. Typical Intangible Property costs include the purchase price, legal fees, and other costs incurred to obtain title to the Asset.

**3.2** Examples of Intangible Property include patents, copyrights, leases, computer software, etc.

**4.0** Hardware consists of tangible equipment including computers, printers, terminals, etc.; and, such item can be either a Fixed Asset or a Non-Fixed Asset.

**E. Supplies**

**1.0** Supplies are items which have all of the following attributes:

- 1.1 Are goods, materials or other items which are consumed during the normal course of business and may include, but are not limited to, paper, pencils, printer cartridges, file folders, etc. (i.e., Supplies are items which are used in such a way that once used, they cannot be re-used or recovered afterward).
- 1.2 Have a unit acquisition cost that is less than \$500, or less than \$300 if purchased under a Predecessor Agreement(s).
- 1.3 Are necessary for Contractor to effectively and efficiently carry out the objectives, tasks and activities of the Program and provide Services hereunder.
- 1.4 Are either purchased with Contract Funds and/or were acquired by Contractor under a Predecessor Agreement(s).

### III. GENERAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. In some areas, the requirements are only applicable to Assets; however, Contractor shall exercise due diligence in the use and maintenance of Supplies when specific requirements related to Supplies are not addressed.
- B. Management of Assets and Supplies
  - 1.0 To prevent misuse, destruction or theft, Contractor shall exercise due diligence in its care, use, maintenance, protection and preservation of all Assets and Supplies.
  - 2.0 During the entire term of this Contract, Contractor is responsible for the replacement or repair of Assets until Contractor has complied with all written instructions from County regarding the final disposition of the Assets as detailed in Section X (Disposal Requirements for Assets and Supplies) herein.
  - 3.0 Contractor shall not use Assets or Supplies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
  - 4.0 Contractor shall use Assets and Supplies for the purpose for which they are intended under this Contract. When no longer needed for that purpose, Contractor shall treat them as

prescribed in Section X (Disposal Requirements for Assets and Supplies), herein.

- 5.0 Contractor may share use of Assets or allow use by other programs upon prior written approval of County. As a condition of approval, County may require payment under this Contract for that use.

**C. Loss, Destruction or Theft of Assets**

- 1.0 Contractor shall promptly investigate, fully document and report the loss, destruction or theft of Assets. Contractor shall report such loss, destruction or theft as follows:
  - 1.1 Contractor shall notify the local law enforcement agency with jurisdiction over the location where the crime occurred by telephone (and confirmed in writing by filing a police report) within twenty-four (24) hours of occurrence or discovery of such incident.
  - 1.2 Contractor shall notify County's Project Director by telephone (and confirmed in writing) or by e-mail within five (5) business days of occurrence or discovery of such crime. Contractor shall prepare an Incident Report, as described below, which shall be provided to County's Project Director.
  - 1.3 Incident Report
    - 1.3.1 At a minimum, Contractor's Incident Report of such loss shall contain the following elements:
      - 1.3.1.1 Identification of the Asset(s)
      - 1.3.1.2 Recorded value(s) of each Asset
      - 1.3.1.3 Facts relating to the crime
      - 1.3.1.4 A copy of the police report, where appropriate
    - 1.3.2 Contractor shall retain the Incident Report pursuant to the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.



- 2.0 Contractor agrees to indemnify County for any loss resulting from the use of any Assets.

#### IV. DEPRECIATION, USE ALLOWANCE AND CAPITALIZATION POLICY FOR ASSETS

- A. Any Asset purchased with the Federal portion of Contract Funds, if any, and/or with Contractor's required matching contributions may not be depreciated or capitalized.
- B. Any Asset purchased with the non-Federal portion of Contract Funds, if any, may be capitalized and/or depreciated over the estimated useful lives of these Assets pursuant to Contractor's acquisition policies.
- C. Unless otherwise approved by County, compensation for the use of buildings and other capital improvements may be made through depreciation, or a use allowance:
  - 1.0 The computation of depreciation/use allowance is based on the acquisition cost of the asset(s).
  - 2.0 The computation should exclude the cost of land, buildings, and equipment donated by federal, State or County governments and the cost of buildings and land contributed by Contractor to satisfy funding matching requirements.
  - 3.0 For depreciation, an appropriate useful life must be established for the asset(s) which considers factors such as the nature of the asset used, susceptibility to technological obsolescence, etc.
  - 4.0 A use allowance is computed as an annual rate that may not exceed an annual rate of two-percent (2%) of the acquisition cost if the asset is a building or improvement. A use allowance in excess of the ceiling percentage must be justified by Contractor.

#### V. TITLE TO ASSETS

- A. Assets Purchased with Contract Funds
  - 1.0 Unless otherwise required by Federal or State laws or regulations, or as agreed upon in writing by the parties, Assets remain the property of County until such time as County approves the final disposition of the Assets (i.e., County

retains title to all Assets used in the performance of this Contract).

**B. Assets Purchased Under a Predecessor Agreement(s)**

- 1.0 Unless otherwise required by Federal or State laws or regulations or as agreed upon in writing by the parties, Assets purchased under a Predecessor Agreement(s) remain the property of County until such time as County approves the final disposition of these Assets (i.e., County retains title to all Assets purchased under a Predecessor Agreement(s)).

**C. Title to Vehicles**

- 1.0 County retains title to vehicles that are purchased with Contract Funds. County also retains title to vehicles purchased with funds from a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.
- 2.0 Vehicles shall be registered only in the name of Contractor. Such registration applies to all vehicles which are purchased with Contract Funds as well as those purchased under a Predecessor Agreement(s), when such vehicles are currently in the possession of Contractor.

**D. Throughout the entire term of this Contract, Contractor shall adhere to the following:**

- 1.0 Contractor shall provide current, ongoing and adequate insurance covering all vehicle drivers pursuant to Paragraph 8.24 (General Provisions for all Insurance Coverage) and Paragraph 8.25 (Insurance Coverage) of this Contract.
- 2.0 Contractor shall ensure that each vehicle driver has a current, valid California driver's license.

**VI. APPROVAL REQUIREMENTS FOR PURCHASING ASSETS**

**A. Necessary Prior Approval to Purchase Fixed Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program and Dispute Resolution Program**

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$5,000 of Contract Funds to purchase the Fixed Asset.

- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- 3.0 Contractor shall submit a written request to County's Project Director to obtain authorization to purchase such Fixed Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
- 5.0 County's approval of Contractor's Budget (as defined in Exhibit P (Definitions)) does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
- 6.0 Examples
  - 6.1 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$2,500 of Contract Funds to purchase this Fixed Asset, prior approval is not required.
  - 6.2 If Contractor intends to purchase an item, which costs \$5,700 and otherwise meets the definition of a Fixed Asset, and Contractor will use \$5,700 of Contract Funds to purchase this Fixed Asset, prior written approval is required.

**B. Necessary Prior Approval to Purchase Assets for Area Agency on Aging (AAA) Programs**

- 1.0 Prior to purchasing or acquiring any Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use more than \$500 of Contract Funds to purchase the Asset.

- 2.0 Prior approval is not required for the purchase of Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Supplies as outlined herein and in accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- 3.0 Contractor shall submit a written request to County's Project Director to request authorization to purchase such Asset. Contractor shall submit this written request at least thirty (30) days in advance of the date/time that Contractor intends to purchase the Asset.
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Asset. Once all written approvals have been received, Contractor shall then include the Asset in its Budget and proceed with the purchase.
- 6.0 Examples
  - 6.1 If Contractor intends to purchase an item which costs \$475 and Contractor will use \$475 of Contract Funds to purchase this item, prior approval is not required.
  - 6.2 If Contractor intends to purchase an item, which costs \$550 and Contractor will use \$500 of Contract Funds to purchase this item, prior written approval is required.

**C. Necessary Prior Approval to Purchase Fixed Assets for Workforce Investment Act (WIA) Programs**

- 1.0 Prior to purchasing or acquiring Fixed Assets, Contractor must receive written approval from County authorizing the purchase when Contractor will use any portion of Contract Funds to purchase the Fixed Asset.
- 2.0 Prior approval is not required for the purchase of Non-Fixed Assets and Supplies. However, Contractor shall adhere to all of the other procurement policies governing the purchase of Non-Fixed Assets and Supplies as outlined herein and in

accordance with the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

- 3.0 Contractor shall submit a written request to County's Project Director following the instructions provided in WIA Directive number D-DWA-04-024/D-YTH-04-08 (dated August 24, 2004). Copies of this Directive are available on the Work Source California website, which may be accessed using the following address: [http://www.worksourcecalifornia.com/information/wib\\_LAcounty.htm](http://www.worksourcecalifornia.com/information/wib_LAcounty.htm) (there is an underscore between *wib* and *LAcounty*).
- 4.0 Upon receiving written approval from County, Contractor shall ensure that all Fixed Asset purchases are also approved in writing by Contractor's Board of Directors or its Authorized Representative, before the Fixed Asset is purchased.
- 5.0 County's approval of Contractor's Budget does not constitute approval for Contractor to purchase the Fixed Asset. Once all written approvals have been received, Contractor shall then include the Fixed Asset in its Budget and proceed with the purchase.
- 6.0 Examples
  - 6.1 If Contractor intends to purchase an item which costs \$4,500 and Contractor will use \$4,500 of Contract Funds to purchase this item, prior approval is not required.
  - 6.2 If Contractor intends to purchase an item which costs \$5,100 and Contractor will use \$4,500 of Contract Funds to purchase this item, prior written approval is required.

## VII. APPROVAL REQUIREMENTS FOR DISPOSING OF ASSETS

### A. Necessary Prior Approval to Dispose of Assets for Adult Protective Services Program, Community Services American Indian Block Grant Program, Dispute Resolution Program and WIA Programs

- 1.0 Contractor shall obtain prior written approval from County in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of

the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.

- 2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the disposal of these Assets.
- 3.0 Prior to the sale, transfer, donation or other disposal of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.
- 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.

**B. Necessary Prior Approval to Dispose of Assets for AAA Programs**

- 1.0 Contractor shall obtain prior written approval from County (and State) in order to sell, trade-in, discard or transfer to another entity any Asset with a unit acquisition cost of at least \$500, or \$300 if purchased under a Predecessor Agreement(s) (regardless of the residual or current fair market value of the Asset). Contractor shall not dispose of any Asset unless/until Contractor receives such written approval.
- 2.0 Contractor shall contact County's Project Director to obtain specific instructions on how to request prior approval, and Contractor shall adhere to all County and State requirements for the disposal of these Assets.

- 3.0 Prior to the sale, trade-in, discard or transfer of any Asset consisting of electronic equipment with digital memory or storage capability, Contractor shall send a written notification to County's Project Director attesting that the device's memory and/or any information stored in the memory is permanently removed, erased and cleared of all Contract, Program and Client related records and information (or any information that would compromise Contractor's ability to adhere to the confidentiality requirements of this Contract, including Paragraph 7.5 (Confidentiality), Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement), and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) – if/when Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) is included with this Contract.
  - 4.0 Upon receipt of written approval from County, Contractor shall follow all guidelines to dispose of Assets and Supplies pursuant to Section X (Disposal Requirements for Assets and Supplies), herein.
- C. Necessary Prior Approval to Use Program Income from Sales Revenue
  - 1.0 Contractor shall obtain prior written approval from County in order to use Program Income derived from revenue earned after the sale of Assets pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
  - 2.0 Contractor shall contact County's Project Manager to obtain specific instructions on how to request prior approval from County, and Contractor shall adhere to all County requirements for the use of such Program Income.

#### VIII. PURCHASE REQUIREMENTS FOR ASSETS

- A. The following requirements are applicable only to Assets. However, Contractor shall exercise due diligence in the purchase of Supplies when specific requirements related to Supplies are not addressed.
- B. Cost Requirements
  - 1.0 Contractor shall perform a cost or price analysis prior to the purchase of an Asset.

- 1.1 A cost analysis includes the review and evaluation of each element of cost to determine its reasonableness, allocability and allowability. Contractor shall ensure that the cost of the Assets are allowable and allocable pursuant to the cost principles outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
    - 1.2 A price analysis includes the comparison of price quotations submitted, market prices, and similar indicia, together with discounts.
  - 2.0 Contractor shall conduct an analysis of lease and purchase alternatives to determine the most economical and practical procurement method.
  - 3.0 Contractor shall avoid purchasing unnecessary or duplicative items. Contractor shall ensure that the costs for Assets are reasonable and proper and that the Assets are necessary to carry out the purposes and activities of the Program (or are necessary and reasonable for the proper and efficient accomplishment of Program objectives).
  - 4.0 Contractor shall ensure that all costs associated with the purchase of an Asset are included in the Asset's true actual cost (i.e., the true actual cost of the Asset should include all amounts to be incurred to acquire and to ready the Asset for its intended use). The true actual cost shall also include any deductions for discounts, refunds, adjustments, rebates and allowances received by Contractor as well as any charges for taxes, delivery/shipping, etc.
  - 5.0 Contractor shall only charge the true actual cost of the Asset to this Contract. If the true actual cost of the Asset is allocable to multiple funding sources, the share of costs charged to this Contract shall not be charged by Contractor to another grant, program or contract.
- C. Competitive Procurement
- 1.0 Contractor shall conduct all procurements for Assets in a manner that provides full, open and free competition consistent with the procurement standards outlined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).



- 2.0 Contractor shall ensure that it obtains and thoroughly evaluates a minimum of three (3) written competitive bids from the best known sources prior to purchasing the Asset.
- 3.0 Contractor shall avoid organizational conflicts of interest and non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade.
- 4.0 Contractor or Contractor's agent who develops or drafts specifications, requirements, statements of work, invitation for bids and/or request for proposals for the procurement of Assets shall be excluded from competing for such procurements.
- 5.0 Contractor shall select the most responsible vendor whose bid is most responsive to the requirements outlined in the solicitation.
- 6.0 Sole Source Procurement (Non-competitive Procurement)
  - 6.1 Sole source procurement is the solicitation of a proposal from only one (1) source or after solicitation from a number of sources, competition is determined inadequate.
  - 6.2 Sole source procurement may only be used when the procurement is not feasible under the small purchase procedures, sealed bids or competitive proposals (as defined in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.) and at least one (1) of the following applies:
    - 6.2.1 The Asset is available only from a single source/vendor.
    - 6.2.2 Public exigency or emergency for the Asset will not permit a delay resulting from a competitive solicitation.
    - 6.2.3 County provides written authorization for non-competitive procurement of the Asset.
    - 6.2.4 After solicitation of a number of sources, and with written approval from County, competition is determined inadequate.

- 6.3 The sole source procurement must be documented, and such documentation shall include a full justification providing an explanation as to why this non-competitive procurement method was used.
- 7.0 Contractor shall ensure that solicitations for Assets provide:
  - 7.1 Clear and accurate description of the technical requirements for the Asset to be procured and such description shall not contain features which unduly restrict competition.
  - 7.2 Requirements which the bidder must fulfill and all other factors to be used in evaluating bids.
  - 7.3 Description of the functions to be performed (i.e., performance required), including the minimum acceptable standards.
  - 7.4 Description of specific features of "brand name" products or an equivalent that bidders are required to meet when such items are included in the solicitation.
  - 7.5 Acceptance, to the extent possible and as economically feasible, of Assets dimensioned in the metric system of measurement.
  - 7.6 Preference, to the extent possible and as economically feasible, for Assets that conserve natural resources, protect the environment and are energy efficient.
- 8.0 Contractor shall make an effort to utilize small businesses, minority-owned firms and women's business enterprises whenever possible, pursuant to the procurement procedures outlined in the applicable Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).

**D. Procurement Instrument**

- 1.0 Contractor shall determine the type of procuring or contracting instrument to be used for the purchase. Such instrument may include purchase orders, fixed price contracts, cost reimbursable contracts, etc.

- 2.0 Contractor shall determine and use the most appropriate instrument for the particular procurement and such instrument shall promote the best interests of the Program.
- 3.0 "Cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting shall not be used.

**E. Documentation Requirements**

- 1.0 Contractor shall maintain proper forms of documentation to demonstrate the significant history of the procurement for all Assets (e.g., requisitions, purchase orders, receipts, price quotes/vendor bids, etc.).
- 2.0 Contractor shall have written internal procurement procedures in place (including processes for vendor selection, requisition approval, etc.).
- 3.0 Contractor shall maintain documentation of its cost/price analysis and any sole source procurement.
- 4.0 Contractor's Budget
  - 4.1 Contractor shall report Assets purchased with Contract Funds on the Budget. Prior to reporting Assets on the Budget, Contractor shall receive written approval from County in order to purchase Assets as detailed in Section VI (Approval Requirements for Purchasing Assets), herein.
  - 4.2 Assets purchased by Contractor shall match the Assets reported on the Budget.
  - 4.3 The total cost of Assets purchased shall not exceed the amounts reported on the Budget. Contractor shall be liable for the cost of any Asset when that cost exceeds the amount approved by County for the purchase of the Asset.
  - 4.4 In the event that the actual purchase price is less than the cost reported on the Budget, Contractor shall submit a Budget Modification to County's Project Director before the end of the Fiscal Year pursuant to Paragraph 9.9 (Modifications) of this Contract.

**5.0 Additional Documentation Requirements for AAA Programs**

**5.1 In addition to the documentation requirements outlined above, the following requirements shall also apply to AAA Programs:**

**5.1.1 Contractor shall submit supporting documents including, but not limited to, receipts, purchase orders, invoices, etc. for all Assets.**

**5.1.2 The supporting documents shall be submitted to County's Project Director at the same time that Contractor submits its invoice to County for the Asset.**

**F. Assets must be physically received prior to the end of the Fiscal Year during which they are purchased.**

**G. Assets purchased either wholly with the Federal share of Contract Funds and/or with any required Contractor matching contribution shall be charged directly to the Program.**

**IX. INVENTORY REQUIREMENTS FOR ASSETS**

**A. The following requirements are applicable only to Assets. However, Contractor shall exercise reasonable care in the maintenance and tracking of Supplies.**

**B. Asset Bar Code Identification Tags**

**1.0 Contractor shall ensure that all Assets are properly identified with Asset Bar Code Identification tags. These tags include a unique identifier which is used to track the Asset until its final disposition.**

**2.0 Contractor shall notify County's Project Director to obtain the Asset Bar Code Identification tags and County is responsible for ensuring that all Assets are tagged. As such, Contractor shall provide County full access to these Assets so that County can affix the tags on each Asset.**

**C. Inventory Tracking**

**1.0 Every two (2) years, or more frequently as requested by County, Contractor shall conduct a physical inventory of all Assets and shall document its activities. Contractor shall**

reconcile the results with Contractor's Asset accounting and inventory records.

- 2.0 Contractor shall investigate any difference(s) between quantities determined by the physical inspection and those shown in the accounting and inventory records to determine the causes of the difference(s).
- 3.0 As part of its inventory tracking, Contractor shall verify the existence, current utilization and continued need for Assets.
- 4.0 Contractor shall inventory these Assets until the final disposition procedures have been completed for the Assets. Upon final disposition of the Assets, Contractor shall remove these Assets from its accounting and inventory records. Contractor shall continue to maintain the disposition records in accordance with the record retention requirements outlined in Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.

D. Inventory Reporting Using the Inventory Control Form and/or Inventory Letter

- 1.0 Annually, Contractor shall prepare a written report of all Assets, and shall submit such report to County's Project Director using the information provided herein.

1.1 Reporting Cumulative Assets

- 1.1.1 At the beginning of each Fiscal Year, Contractor shall prepare a cumulative report of all Assets which are currently in Contractor's possession. In the event that Contractor has properly disposed of Assets (according to the procedures outlined in this Exhibit S) then Contractor shall exclude those disposed Assets from this cumulative inventory report. Contractor shall use Exhibit T (Inventory Control Form), as described in Sub-section IX.D.2.0 (Inventory Control Form), herein, as the mechanism to report these Assets.

1.2 Reporting Current Fiscal Year Assets

- 1.2.1 As part of the annual Closeout process which is conducted at the end of each Fiscal Year, Contractor shall complete its report of all

Assets purchased during that Fiscal Year (please refer to Appendix C (Sample Contract) for additional details on the Closeout process).

- 1.2.2 During any Fiscal Year in which Contractor does not purchase any Assets, Contractor shall prepare an Inventory Letter in lieu of completing the Inventory Control Form, as described in Subsection IX.D.3.0 (Inventory Letter), herein.

## **2.0 Inventory Control Form**

- 2.1 On an annual basis or more frequently as requested by County, Contractor shall complete Exhibit T (Inventory Control Form) to report its Assets and shall submit it to County's Project Director.
- 2.2 Contractor shall maintain supporting records for all Assets reported on the Inventory Control Form including, but not limited to, receipts of purchase, purchase orders, etc.
- 2.3 County may require Contractor to submit such supporting records, which must be placed in sequential order (to match the order of the Assets listed on the Inventory Control Form), with the completed Inventory Control Form.
- 2.4 Contractor shall ensure that the information on the supporting records match the information reported on the Inventory Control Form.
- 2.5 Contractor shall complete the Inventory Control Form by reporting the following Assets:
  - 2.5.1 Assets purchased during prior Fiscal Years.
  - 2.5.2 Assets purchased under a Predecessor Agreement(s).
  - 2.5.3 Assets which County has not authorized Contractor to dispose of (i.e., Contractor shall report all Assets on the Inventory Control Form until the final disposition procedures have been completed for each Asset).

- 2.6 If Contractor has multiple contracts with County, Contractor shall use a separate Inventory Control Form to report Assets for each contract.

### 3.0 Inventory Letter

- 3.1 On an annual basis or more frequently as requested by County, Contractor shall prepare the Inventory Letter, and shall submit it to County's Project Director. The Inventory Letter shall adhere to the following:

- 3.1.1 It shall indicate that no Fixed or Non-Fixed Assets were purchased using Contract Funds during the prior Fiscal Year (and shall list the full term of the Fiscal Year; for example, July 1, 20XX – June 30, 20XX).

- 3.1.2 It shall include Contractor's name, Contract number and the name of the Program.

- 3.1.3 If Contractor has multiple Program components, Contractor shall prepare a separate Inventory Letter to report that no Assets were purchased for each Program component. For purposes of this Contract, the Program component is defined as the Work to be provided under this Contract which:

- 3.1.3.1 Has its own defined Services, Clients and other specific requirements as outlined in Exhibit A (Statement of Work); and,

- 3.1.3.2 Is funded with its own share of the Contract Funds.

- 3.1.4 The Inventory Letter shall be signed and dated by Contractor's Authorized Representative.

## X. DISPOSAL REQUIREMENTS FOR ASSETS AND SUPPLIES

- A. The following requirements are applicable to both Assets and Supplies. Additionally, Contractor shall exercise due diligence to dispose of Supplies when specific requirements related to Supplies are not addressed. Contractor shall ensure that it obtains prior written approval from County in order to dispose of Assets pursuant

to Section VII (Approval Requirements for Disposing of Assets), herein.

- B. Consistent with Federal and State regulations, Contractor may dispose of Assets and Supplies pursuant to the guidelines reflected in this Exhibit S as well as in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- C. For purposes of this Exhibit S, disposal shall include the sale, discard, transfer, donation, trade-in or other disposal of Assets.
- D. Only Assets that are considered Salvage or Surplus may be sold, transferred, donated or otherwise disposed of.
  - 1.0 Salvage items include Assets which are obsolete, broken or irreparable.
  - 2.0 Surplus items are Assets which are no longer needed for the Program due to expiration or termination of this Contract, termination of the Program, dissolution of Contractor's operations, or other similar circumstances.
  - 3.0 Contractor may sell, transfer, donate or otherwise dispose of Assets when these conditions are met:
    - 3.1 Only after the Assets have first been offered to and declined in writing by County.
    - 3.2 The sale, transfer, donation or other disposal does not create a conflict of interest for County or Contractor. For purposes of this Exhibit S, a conflict of interest may exist when the disposal of Assets involves certain individuals or entities who become the recipients of these Assets. These individuals and entities may include the following: Contractor employees; Contractor employees' family members; entities that conduct business or have a relationship with Contractor; Clients; etc.
- E. Disposition of Assets upon Dissolution of Contractor's Operations, Expiration or Termination of Contract or Termination of Program
  - 1.0 County reserves the right to determine the final disposition of the Assets when any of the following occurs:



- 1.1 After dissolution of Contractor's operations
- 1.2 Upon expiration or termination of this Contract
- 1.3 When the Program, for which Assets were purchased, has ended
- 2.0 Disposition may include, but is not limited to, County taking possession of and acquiring the Assets.
- 3.0 Contractor shall prepare a final Inventory Control Form reflecting the Assets to be provided to County, and shall submit it to County's Project Director within the timeframe designated by County.
- 4.0 County reserves the right to require Contractor to transfer such Assets to another entity, including, but not limited to, State, County or another contractor.
- 5.0 To exercise the right referenced in Sub-section X.E.4.0, herein, County will issue specific written disposition instructions to Contractor no later than ninety (90) days after expiration or termination of this Contract, notification of Contractor's dissolution or termination of the Program.

**F. Supplies**

- 1.0 Contractor shall compensate County for its share of the residual inventory of unused Supplies if the residual or current fair market value of the inventory exceeds \$500 or more in the aggregate when the items are no longer needed for either the Program or another Federally-funded program.
- 2.0 The aggregate value in this case is the total value of all remaining unused Supplies.

**G. Current Fair Market Value**

- 1.0 Contractor shall determine the current fair market value of all Assets being sold, transferred, disposed of or donated.
- 2.0 Contractor shall use one (1) or more of the following methods/resources to determine the current fair market value of an Asset:
  - 2.1 Orion Computer Blue Book

- 2.2 Professional or expert appraisal
- 2.3 Public advertisement
- 2.4 Industry quotation
- 2.5 Other similar methods/resources

#### **H. Sale of Assets**

- 1.0 After receiving written approval from County for this action, Contractor may sell Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, as a method of disposing those Assets.
- 2.0 Contractor shall have proper sales procedures in place in order to sell Assets. These procedures shall provide for competition to the extent practicable and shall result in the highest possible return.
- 3.0 Contractor shall record all sales revenue information relating to the sale or disposition of the Assets. Revenue from the sale of Assets becomes Program Income and Contractor may be required to reimburse County for the revenue that is earned pursuant to Exhibit Q (Accounting, Administration and Reporting Requirements).
- 4.0 After the sale of an Asset, Contractor shall prepare an updated Inventory Control Form and submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information on the Assets sold.
- 5.0 Contractor shall obtain receipts from the recipient of the sale item(s) acknowledging receipt of the sale item(s) and shall forward copies of the receipts to County's Project Director along with the completed Inventory Control Form.

#### **I. Transfer of Assets**

- 1.0 After receiving written approval from County to transfer Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.

- 2.0 Contractor shall transfer Assets according to this order:
  - 2.1 To another program providing the same or similar service as that provided under this Contract.
  - 2.2 To a Federally or State-funded program.
- 3.0 After the transfer of an Asset, Contractor shall prepare an updated Inventory Control Form and shall submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets transferred.
- 4.0 Contractor shall obtain receipts from the recipient of the transferred item(s) acknowledging receipt of the transferred item(s). Contractor shall forward copies of these receipts to County's Project Director along with the completed Inventory Control Form.

**J. Donation of Assets**

- 1.0 After receiving written approval from County to donate Assets, which meet the requirements outlined in Sub-sections X.D.1.0 – X.D.3.0, herein, Contractor may proceed with this action as a method of disposing those Assets.
- 2.0 To donate Assets, Contractor shall:
  - 2.1 Prepare an updated Inventory Control Form and submit it to County's Project Director within the timeframe to be specified by County. The updated Inventory Control Form shall reflect information for the Assets donated.
  - 2.2 Obtain receipts from the recipient of the donated item(s) acknowledging receipt of the donated item(s) and shall forward copies of the receipts to County's Project Director along with the completed Inventory Control Form.
  - 2.3 Obtain liability waiver(s) for donated items. Contractor shall be responsible for developing its own liability waiver, which should provide the following information, at a minimum:

- 2.3.1 Names and addresses of Contractor and recipient organization.
- 2.3.2 Complete description of the Asset(s) being donated including, but not limited to, Asset Bar Code Identification tag number, Asset name and make/model, serial number, quantity and condition.
- 2.3.3 Date when donation was received by recipient organization.
- 2.3.4 Certification statement to be attested to by recipient organization releasing Contractor from all liability for the donated Asset(s).
- 2.3.5 Name, signature and title of the recipient organization's authorized representative.

**XI. NON-COMPLIANCE WITH PURCHASE, INVENTORY AND DISPOSAL REQUIREMENTS**

- A. Contractor shall be under a continuing obligation throughout the entire term of this Contract to comply with the purchase, inventory and disposal requirements outlined in this Exhibit S and in the Federal Register, Volume 78, Number 248, Part III, Office of Management and Budget, (2 CFR 200 et al.).
- B. Contractor's non-compliance with these requirements shall subject Contractor to remedies which will be determined by County at County's sole discretion. Such remedies may include, but are not limited to, those actions noted in Paragraph 9.19 (Remedies for Non-Compliance) in this Contract. County may also impose the following remedies as warranted by the non-compliance:
  - 1.0 Disallow the cost for Assets purchased without prior written approval
  - 2.0 Require Contractor to remit payment for Assets which are not properly disposed or inventoried
  - 3.0 Remove those Assets from Contractor which are not properly maintained pursuant to the requirements outlined herein.

## **XII. RECORDKEEPING**

- A. Contractor shall retain all Inventory Control Forms and all supporting records (including but not limited to invoices, receipts, purchase orders, etc.) for Assets and Supplies pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract.**
- B. Contractor shall make these documents available for collection and/or viewing by Federal, State and County authorities upon request.**



# EXHIBIT T (INVENTORY CONTROL FORM)

County Asset Bar Code ID Number	Funding Source (If multiple funding sources, indicate % split)	Description (Monitor, CPU, etc.)	Brand Name	Model Name or Model No.	Serial No.	Location of Asset	Assigned to (Name of Person)	Cond. of Asset*	Purchase Order No.	Purch. Date	Unit Price

I certify under penalty of perjury that a complete physical inventory has been conducted, the information provided on this form is correct to the best of my knowledge, and all purchases were made in accordance with the conditions of the Contract and are in compliance with local, State, and federal regulations.

Contractor's Name

Contract Number

Contract Services

Fiscal Year

Completed By

Phone Number

Title

Name of Authorized Representative

Title of Authorized Representative

Authorized Representative's Signature

Date

\* Provide condition of the asset upon its disposal, transfer or as requested by County. Condition descriptions: V=Very Good; G=Good; F=Fair; P=Poor; S=Salvage/disposed









**EXHIBIT U (CERTIFICATION OF COMPLIANCE WITH COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM)**

Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; and

To the best of its knowledge, after a reasonable inquiry, Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; and

It agrees to comply with County's Defaulted Property Tax Reduction Program during the term of this Contract.

- OR -

- ☐ It is exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

**DECLARATION**

**I declare under penalty of perjury under the laws of the State of California that the information stated herein is true and correct.**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Name of Authorized Representative (Print)

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

**EXHIBIT V (CONTRACT MANAGEMENT SYSTEM –  
CONTRACTOR’S GATEWAY TERMS AND CONDITIONS OF USE)**

- 1.0 County has developed the Contract Management System – Contractor’s Gateway (hereafter “System”), an automated system designed to electronically manage this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 2.0 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include this Exhibit V (hereafter “Terms and Conditions of Use”), the Contract Management System- Contractor’s Gateway User Acknowledgement Agreement (“User Acknowledgement Agreement”), instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of this Contract, and/or other actions which County may take at its sole discretion.
- 3.0 System Access and Control
  - 3.1. Contractor shall access the System using the following Uniform Resource Locator (URL) link:  
[https://gateway.css.lacounty.gov:4443/OA\\_HTML/AppsLogin](https://gateway.css.lacounty.gov:4443/OA_HTML/AppsLogin) (please note there is an underscore between “OA” and “HTML” in the URL).
  - 3.2. Contractor shall ensure that data that is accessed using County information technology resources must be used for County authorized purposes and must not be disclosed to others without County’s prior written authorization or unless required by Federal, State or Program regulations.
  - 3.3. Unauthorized access by Contractor to any County information technology resource, including the System, network, software application programs, data files, and restricted work areas is prohibited.
  - 3.4. Accessing the System During Non-Business Hours
    - 3.4.1. County recommends that Contractor does not access the System during non-business hours in order to allow County to provide technical assistance when requested from Users (who are defined in Section 5.0 (User Accounts), herein).
    - 3.4.2. For purposes of this Terms and Conditions of Use, non-business hours are defined as the days and times that are outside of the traditional work week (where the traditional work week is

recognized as Monday – Friday, 8:00 a.m. to 5:00 p.m.). The traditional work week does not include County-recognized holidays.

- 3.4.3. Generally, County-recognized holidays are the same as Federally-recognized holidays such as January 1<sup>st</sup>, July 4<sup>th</sup>, December 25<sup>th</sup>, etc. of each year. Contractor may obtain a current list of County-recognized holidays from County's Project Director.

#### 4.0 System Protocols and Security

- 4.1. Digital communications that occur between Contractor and County within the System are conducted over a secure network, which has been established by County using Secure Socket Layer technology, one of the most robust encryption platforms available.
- 4.2. The System's URL provides an assurance to County and Contractor that accessing and using the System are done securely. A Web browser in secure mode will display a URL address beginning with "[https://](#)" rather than the standard "[http://](#)", where the "s" in "[https://](#)" stands for "secure".
- 4.3. County has established these secure, standard protocols which encrypt data across publicly used Internet connections.
- 4.4. County will make every effort to provide standard Internet-level performance while Users utilize the System. Contractor shall contact County when it experiences any disruptions in services by following the guidelines established in Sub-section 8.2, herein.

#### 5.0 User Accounts

##### 5.1. Designation of Users

- 5.1.1. Contractor shall designate Contractor Employees (Users) who shall be responsible for operating the System on Contractor's behalf.
- 5.1.2. For purposes of this Terms and Conditions of Use, a Contractor Employee is defined as a staff member on Contractor's payroll who works on this Contract.
- 5.1.3. Contractor shall obtain prior approval from County to designate an account for each User who accesses the System. Contractor shall follow the instruction guides/tutorials provided by County and the general guidelines outlined in Sub-section 5.5 (Requesting User Accounts), herein, for requesting, creating and designating User accounts.

## **5.2. User Account Classification**

**5.2.1. User accounts are classified as either View-Only or Administrative. Contractor shall designate a classification for each User when requesting approval for a User account.**

**5.2.2. There are two (2) types of User account classifications:**

**5.2.2.1. View-Only User: A User who can access the System to view all Contract documents and agency information.**

**5.2.2.2. Administrative User: A User who can access the System to view all Contract documents and agency information, submit Contract documents to County, update Contractor's administrative information, receive automated System alerts/notices (when designated as the contact person for this responsibility), and perform other functions as defined by County.**

## **5.3. Active and Inactive User Accounts**

**5.3.1. An active User account is defined as a User who has an approved, current, valid account, which does not have an inactive or termination date in the System. This User can access the System and perform functions based on his/her account classification (as defined in Sub-section 5.2 (User Account Classification), herein).**

**5.3.2. An inactive User account is defined as a User whose account profile has been assigned an inactive or termination date and User can no longer access the System.**

**5.4. Contractor shall designate and maintain a minimum of two (2) active Users (up to a maximum of four (4) active Users) at all times as follows:**

**5.4.1. Contractor shall designate at least one (1) Administrative User at the level of Contractor's Project Director.**

**5.4.2. Contractor shall designate at least one (1) User who has delegated authority to execute this Contract. This User shall be at the level of the Executive Director and may be classified as either a View-Only User or an Administrative User.**

**5.4.3. One of the two Users shall be designated as the responsible contact who shall receive and respond to System generated alerts/notices pertaining to Contract Document Deliverables (e.g., insurance certificates, business licenses, permits, etc.).**

## **5.5. Requesting User Accounts**

**5.5.1.** Contractor shall obtain prior approval from County in order to establish User accounts in the System. Contractor shall follow these general guidelines to obtain County's approval:

**5.5.1.1.** Contractor shall review its Employees, assess each of their responsibilities, and determine which Employee(s) should have a User account in the System.

**5.5.1.2.** Contractor shall provide the Employee with the User Acknowledgement Agreement, and the Employee shall read and complete the form. Contractor's Authorized Representative shall review and sign the form. Contractor shall ensure that the User Acknowledgement Agreement is completed for each Employee that will receive a User account.

**5.5.1.3.** Contractor shall ensure that the completed User Acknowledgement Agreement is attached/saved in the System as a Contract Document Deliverable (on the General Page of the Administration tab) prior to requesting and being granted access to the System by County.

**5.5.1.4.** Contractor shall create a profile for each User in the System.

**5.5.1.5.** Upon County's receipt of the User profile submitted by Contractor, County will review User's profile and Employee's completed User Acknowledgement Agreement.

**5.5.1.6.** County will inform Contractor whether the User account has been approved or rejected.

## **5.5.2. Approved and Rejected User Accounts**

**5.5.2.1.** Upon approval of Contractor's request for a User account, County will provide User with a unique User Name (logon/System identifier) and a default password.

**5.5.2.1.1.** User shall be responsible for changing his/her password when prompted by the System.

5.5.2.1.2. User may begin accessing the System immediately.

5.5.2.2. Upon rejection of Contractor's request for a User account, County will follow-up with Contractor to discuss the reason(s) for rejecting Contractor's request for a User account.

5.5.3. Contractor's Assurances Upon Creating User Accounts

5.5.3.1. Contractor is responsible for the conduct of all Users who access and utilize the System. Contractor shall ensure that Contractor and its Users adhere to this Terms and Conditions of Use, the User Acknowledgement Agreement, instruction guides/tutorials provided by County, training sessions conducted by County, etc. which establish the policies under which the Users shall operate the System.

5.5.3.2. Contractor shall ensure that each User's copy of the User Acknowledgement Agreement forms are saved in the System as a Contract Document Deliverable. Contractor shall not delete any User Acknowledgement Agreement forms from the System without County's written prior approval.

5.5.3.3. Contractor shall ensure that all Users receive and maintain current copies of all instruction guides/tutorials for using the System, which are developed by County and provided to Contractor.

5.6. User Name and Password

5.6.1. Contractor shall ensure that its Users do not share their unique User Name and password with any other person.

5.6.2. County recommends that Users change their passwords every three (3) months to ensure additional password security.

5.6.3. Contractor shall ensure that all Users maintain valid, secure e-mail accounts, which shall be used for self-service maintenance of User Name and password information. In the event that Users forget their User Name or password, User shall adhere to the instruction guides/tutorials provided by County for resetting the User Name or password.



- 5.6.4. Repeated changes to a User's password outside of the recommended three-month period, as noted in Sub-section 5.6.2, herein, shall be monitored and investigated by County and may result in County suspending User's access.

#### 5.7. Change in User's Status

- 5.7.1. When a User's status changes (e.g., he/she is no longer employed by Contractor or User's responsibilities change), Contractor's Authorized Representative shall take immediate action to update the User's account profile. Updates to User account profiles shall be approved by County.
- 5.7.2. Contractor shall update User account profiles in the System by removing a User's account once that User is no longer an Employee on this Contract.
- 5.7.3. New Employees/Users
  - 5.7.3.1. When Contractor determines that a new Employee shall receive a User account, Contractor shall adhere to the guidelines established in Sub-section 5.5 (Requesting User Accounts), herein, to create an account in the System.
  - 5.7.3.2. Prior to requesting a new User account, Contractor shall ensure that it continues to maintain at least two (2) active Users and does not exceed the maximum of four (4) Users (pursuant to Sub-section 5.4, herein).
- 5.7.4. Contractor shall regularly review all User account information to ensure accuracy and completeness. Contractor shall ensure that updates are completed whenever administrative changes occur.
- 5.7.5. If County determines at its own discretion that Contractor is creating or removing User accounts too frequently then County shall take appropriate measures to investigate and remedy these occurrences. Upon County's request, Contractor shall provide sufficient justification for these frequent User account updates.

#### 6.0 General Policies for Use

- 6.1. County information technology resources are to be used solely for County business purposes.
- 6.2. County may periodically update this Terms and Conditions of Use and the User Acknowledgement Agreement policies. County may also implement

future enhancements to the System. Contractor shall ensure that Contractor and Users adhere to all policy updates as well as any new procedures for using System enhancements.

### **6.3. Data Integrity**

6.3.1. Contractor shall ensure that Users maintain the integrity of data they enter in the System, and do not save, store or attach electronic files in the System which do not meet the following requirements:

6.3.1.1. File types must be Word, Excel or Portable Data Format (PDF) documents. Files such as pictures, videos, music, PowerPoint presentations, or other files as determined by County are not acceptable types of documents.

6.3.1.2. File types must be compatible with standard/common national brands, including Microsoft Office 2003 products or later version (Word, Excel, etc.), Adobe Reader 9.0 (or later version) or their equivalent.

6.3.1.3. Files shall not be corrupted (i.e., documents shall be free of viruses).

6.3.1.4. The size limit of each file shall not exceed ten (10) megabytes (10 MB).

6.3.2. Contractor's non-compliance with the data requirements outlined herein will be remedied at County's sole discretion.

### **6.4. E-Mail Alerts and Notices**

6.4.1. The System generates automatic e-mail alerts and notices based on the occurrence of certain events. These events may include, but are not limited to, confirmation of executed Contract (or Amendments), request for Contract Document Deliverables, notification of expired Contract Compliance Document Deliverables, etc.

6.4.2. Contractor shall ensure that its Users adhere to all alerts and notices generated by the System. These alerts and notices shall convey and have the same effect and importance as alerts and notices sent by County's Administration (or their designees) as defined in Paragraph 6.0 (Administration of Contract-County) in this Contract and Exhibit E (County's Administration). Contractor shall appropriately respond to all requests for documentation, promptly

adhere to due dates/deadline requirements and diligently follow all instructions indicated in the alert/notice.

#### **6.5. Administrative Changes**

- 6.5.1. Pursuant to Paragraph 7.0 (Administration of Contract-Contractor) and Paragraph 8.34 (Notices) of this Contract, Contractor shall designate its authorized staff by using Exhibit F (Contractor's Administration). Further, Contractor shall initiate any changes in its staff, including those listed on Exhibit F (Contractor's Administration), by giving written notice to County.
- 6.5.2. When changes to Contractor's staff, address or other items requiring written notice are necessary, Contractor shall:
  - 6.5.2.1. Adhere to the requirements outlined in Paragraph 8.34 (Notices) of this Contract.
  - 6.5.2.2. Upon providing the required written notice to County, update the administrative data in the System, including all User account profile information.
- 6.5.3. Implementation and use of the System shall not excuse Contractor from adhering to the requirements for providing proper written notice to County when changes occur in Contractor's administration.

#### **7.0 Monitoring**

- 7.1. All County information technology resources are subject to audit and periodic, unannounced review by County.
- 7.2. County reserves the right to administer, monitor, audit and/or investigate Contractor's access to and use of County's information technology resources (i.e., System, e-mails, Contractor-generated data files, etc.). If evidence of abuse or negligence is identified, County will take the appropriate actions to remedy any areas of Contractor's non-compliance.
- 7.3. During County's monitoring of User activities, unusual practices will be investigated and reported to County's Administration. County will take the necessary steps to remedy Contractor's inappropriate use of the System. Unusual practices may include, but are not limited to, the following:
  - 7.3.1. Users frequently accessing the System during non-business hours (pursuant to Sub-section 3.4 (Accessing the System During Non-Business Hours), herein).

- 7.3.2. Contractor not maintaining the minimum and/or exceeding the maximum number of Users at any point in time (pursuant to Sub-section 5.4, herein).
- 7.3.3. Users changing their passwords more than the recommended limit (pursuant to Sub-section 5.6.4, herein).
- 7.3.4. Contractor frequently changing its Users (pursuant to Sub-section 5.7.5, herein).

#### 8.0 System Maintenance and Technical Assistance

- 8.1. To ensure proper operation of the System, County will periodically perform routine System maintenance activities. Since these activities will impact the ability of Users to access the System, County will notify Users when they attempt to login that System maintenance is occurring and County will indicate the time when the System will become available. Generally, System maintenance activities will occur during non-business hours (e.g., weekends, late evenings, County-recognized holidays, etc.) to limit the impact to Users.
- 8.2. County will provide assistance to Users in the event of technical difficulties that may occur while utilizing the System. Technical assistance will be provided as follows:
  - 8.2.1. Monday through Friday, 8:00 a.m. to 5:00 p.m. (excluding County-recognized holidays).
  - 8.2.2. County's Administrators
    - 8.2.2.1. Ms. Tsotso Odamtten may be reached by phone or e-mail, respectively, as follows: (213) 738-2663 or [tsotso@css.lacounty.gov](mailto:tsotso@css.lacounty.gov).
    - 8.2.2.2. Ms. Lynn Tran may be reached by phone or e-mail, respectively, as follows: (213) 739-7393 or [ltran@css.lacounty.gov](mailto:ltran@css.lacounty.gov).
  - 8.2.3. County will follow-up on requests for assistance from Contractor within at least two (2) business days during the traditional work week (pursuant to Sub-sections 3.4.2 and 8.2.1, herein).



**PROPOSED BUDGET FOR COMPREHENSIVE AJCC FUNDING**  
FISCAL YEAR 2016-17

Bidder Name:

Location:

Total Proposed Funding:

BUDGET CATEGORIES	FUNDING										TOTAL
	Comprehensive AJCC and AJCC Required Programs						Comprehensive AJCC Additional Programs (only complete if bidding for these programs)				
	Adult & Dislocated Worker Program		Youth@Work Program		Re-Entry Program	Jail-Based Program	Veterans' Program	Rapid Response Program	Senior Community Services Employment Program		
	Adult	Dislocated Worker	Out-of-School Youth	Year-Round Youth	Re-Entry Navigators**	Jail-Based Affiliate***					
I. OPERATIONAL COSTS											
A. PERSONNEL COSTS											
1. Staff Salaries and Wages											
2. Staff Fringe Benefits											
B. OPERATING COSTS											
1. Supportive Services*											
2. Staff Development											
3. Travel/Conference											
4. Equipment and Supplies											
5. Indirect Cost											
6. Other (Specify)											
SUBTOTAL											
II. PARTICIPANT TRAINING AND WAGES											
A. TRAININGS****											
1. Training											
2. High Growth Sectors Training											
B. PAID WORK EXPERIENCE											
1. Pre-apprenticeship											
2. Internships and Job Shadowing											
3. On-the-Job Training											
C. WAGES/SUBSIDIZED EMPLOYMENT											
SUBTOTAL											
TOTAL											

\*10% of total operational funding allocation required for the Adult & Dislocated Worker Program and the Youth@Work Program.

\*\* Applicable to Comprehensive AJCCs and Santa Clara AJCC only.

\*\*\* Jail-Based Affiliate applicable to Santa Clara AJCC only.

\*\*\*\* For the Adult, Dislocated Worker and Veterans Program, the Trainings Budget Category is inclusive of the following services: Occupational Skills Training, On-the-Job Training, Incumbent Worker Training, Skill Upgrading and Retraining, Adult Education and Literacy, and Customized Training. For the Out-of-School Youth Program, the Trainings Budget Category is inclusive of Occupational Skills Training and Entrepreneurial Skills Training.

Exhibit B-X (DW)  
Page 3 of 3[illegible]

**LOS ANGELES COUNTY AMERICA'S JOB CENTER OF CALIFORNIA  
SANTA CLARITA AJCC AND PITCHESS AFFILIATE**

Exhibit X1

**PERFORMANCE MEASURES AND GOALS**

AJCC BASIC CAREER SERVICES MEASURES (Tracking Measures)						
AJCC Basic Career Services Participants Served	3,600					
Entered Employment (2nd quarter after exit)	TBD					
Entered Employment (4th quarter after exit)						
Median Earnings						
Credential Rate						
In-Program Skills Gain						
Employer measures						
DEPARTMENT OF LABOR WIOA PROGRAM ACCOUNTABILITY MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
Entered Employment (2nd quarter after exit)	Goals will be based on final negotiations between County and EDD				N/A	TBD
Youth Placement in Employment/Education/Training (2nd quarter after exit)					N/A	TBD
Entered Employment (4th quarter after exit)					N/A	TBD
Youth Placement in Employment/Education/Training (4th quarter after exit)					N/A	TBD
Median Earnings					N/A	TBD
Credential Rate					N/A	TBD
In-Program Skills Gain					N/A	TBD
Employer Measures					N/A	TBD
LOS ANGELES COUNTY LOCAL PERFORMANCE MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
New Enrollments	262	112	107	17	43	541
Training enrollments	21	9	16	N/A	N/A	46
Priority Population Enrollments (Adult Only)	55%	N/A	N/A	N/A	N/A	55%
Re-Entry Population Enrollments (Adult and Out of School Youth Only)	10%	N/A	10%	N/A	N/A	10%
Individuals with Barriers Enrollments (i.e. Veterans, Disabled, Homeless, Limited English Proficient, Foster Youth)	40%	40%	40%	40%	N/A	40%
Exits*	85%	85%	85%	85%	85%	85%
WIOA Adult & Dislocated Worker Placements	75%	75%	N/A	N/A	N/A	75%
WIOA Youth Placements	N/A	N/A	65%	65%	N/A	65%
% of Required Follow-ups Due Completed	100%	100%	100%	100%	N/A	100%
LOS ANGELES COUNTY LOCAL BUSINESS SERVICES MEASURES (Tracking Measures)						
# of Businesses Engaged	TBD					
# of Businesses Served that are Repeat Businesses						
% Increase in Number of Businesses Served (measured in year 2)						
# of Businesses Engaged within Identified Priority/High Growth Sectors						
# Businesses Engaged that Submitted Job Orders						
# Businesses Engaged in Priority/High Growth Sectors that Submitted Job Orders						
# of Job Orders Filled						
# of Job Orders Filled within Identified Priority/High Growth Sectors						
Average Number of Days to Fill Job Orders						
LOS ANGELES COUNTY LOCAL TRAINING MEASURES						
Training Expenditures	100%	100%	100%	N/A	100%	TBD
Training Expenditures in Priority Sectors	50%	50%	50%	N/A	N/A	50%
% of High Growth Sector Trainings that were Successfully Completed	85%	85%	85%	85%	N/A	85%
% of Trainings Completed that Result in Training Related Employment	75%	75%	65%	65%	N/A	TBD
% of Trainings Conducted that are Pre-apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Trainings Conducted that are Pre-Apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Expended Work Experience Allocation	N/A	N/A	100%	N/A	100%	100%

\* Percentage will be calculated based on total exits (Closures plus soft exits) in the FY divided by Participants Served (Carryovers plus New Enrollments)





**LOS ANGELES COUNTY AMERICA'S JOB CENTER OF CALIFORNIA  
VETERANS' PROGRAM AJCC**

Exhibit X2

**PERFORMANCE MEASURES AND GOALS**

AJCC BASIC CAREER SERVICES MEASURES (Tracking Measures)			
AJCC Basic Career Services Participants Served	1,800		
Entered Employment (2nd quarter after exit)	TBD		
Entered Employment (4th quarter after exit)			
Median Earnings			
Credential Rate			
In-Program Skills Gain			
Employer Measures			
DEPARTMENT OF LABOR WIOA PROGRAM ACCOUNTABILITY MEASURES	Adult	DW	Total
Entered Employment (2nd quarter after exit)	Goals will be based on final negotiations between County and EDD		
Entered Employment (4th quarter after exit)			
Median Earnings			
Credential Rate			
In-Program Skills Gain			
Employer Measures			
LOS ANGELES COUNTY LOCAL PERFORMANCE MEASURES	Adult	DW	Total
New Enrollments	281	120	401
Training enrollments	21	9	30
Priority Population Enrollments (Adult Only)	55%	n/a	55%
Re-Entry Population Enrollments (Adult Only)	10%	n/a	10%
Individuals with Barriers Enrollments (i.e. Disabled, Homeless, Limited English Proficient)	TBD	TBD	TBD
Exits*	85%	85%	85%
Entered Unsubsidized Employment Placements	75%	75%	75%
Individuals with Barriers Unsubsidized Employment Placements	TBD		
% of Required Follow-ups Due Completed	100%	100%	100%
LOS ANGELES COUNTY LOCAL BUSINESS SERVICES MEASURES (Tracking Measures)			
# of Businesses Engaged	TBD		
# of Businesses Served that are Repeat Businesses			
% Increase in Number of Businesses Served (measured in year 2)			
# of Businesses Engaged within Identified Priority/High Growth Sectors			
# Businesses Engaged that Submitted Job Orders			
# Businesses Engaged in Priority/High Growth Sectors that Submitted Job Orders			
# of Job Orders Filled			
# of Job Orders Filled within Identified Priority/High Growth Sectors			
Average Number of Days to Fill Job Orders			
LOS ANGELES COUNTY LOCAL TRAINING MEASURES			
Training Expenditures	100%	100%	TBD
Training Expenditures in Priority Sectors	50%	50%	50%
% of High Growth Sector Trainings that were Successfully Completed	85%	85%	
% of Trainings Completed that Result in Training Related Employment	75%	75%	
% of Trainings Conducted that are Pre-apprenticeships or Apprenticeships	TBD		
% of Trainings Conducted that are Pre-Apprenticeships or Apprenticeships			

**LOS ANGELES COUNTY AMERICA'S JOB CENTER OF CALIFORNIA  
VETERANS' PROGRAM AJCC**

\* Percentage will be calculated based on total exits (Closures plus soft exits) in the FY divided by  
Participants Served (Carryovers plus New Enrollments)

**LOS ANGELES COUNTY AMERICA'S JOB CENTER OF CALIFORNIA  
COMPREHENSIVE AJCC**

Exhibit X3

**PERFORMANCE MEASURES AND GOALS**

AJCC BASIC CAREER SERVICES MEASURES (Tracking Measures)						
AJCC Basic Career Services Participants Served	16,200					
Entered Employment (2nd quarter after exit)	TBD					
Entered Employment (4th quarter after exit)						
Median Earnings						
Credential Rate						
In-Program Skills Gain						
Employer measures						
DEPARTMENT OF LABOR WIOA PROGRAM ACCOUNTABILITY MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
Entered Employment (2nd quarter after exit)	Goals will be based on final negotiations between County and EDD				N/A	TBD
Youth Placement in Employment/Education/Training (2nd quarter after exit)					N/A	TBD
Entered Employment (4th quarter after exit)					N/A	TBD
Youth Placement in Employment/Education/Training (4th quarter after exit)					N/A	TBD
Median Earnings					N/A	TBD
Credential Rate					N/A	TBD
In-Program Skills Gain					N/A	TBD
Employer Measures	N/A	TBD				
LOS ANGELES COUNTY LOCAL PERFORMANCE MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
New Enrollments	515	221	459	109	267	1,571
Training enrollments	218	93	161	N/A	N/A	472
Priority Population Enrollments (Adult Only)	55%	N/A	N/A	N/A	N/A	55%
Re-Entry Population Enrollments (Adult and Out of School Youth Only)	10%	N/A	10%	N/A	N/A	10%
Individuals with Barriers Enrollments (i.e. Veterans, Disabled, Homeless, Limited English Proficient, Foster Youth)	40%	40%	40%	40%	N/A	40%
Exits*	85%	85%	85%	85%	85%	85%
WIOA Adult & Dislocated Worker Placements	75%	75%	N/A	N/A	N/A	75%
WIOA Youth Placements	N/A	N/A	65%	65%	N/A	65%
% of Required Follow-ups Due Completed	100%	100%	100%	100%	N/A	100%
LOS ANGELES COUNTY LOCAL BUSINESS SERVICES MEASURES (Tracking Measures)						
# of Businesses Engaged	TBD					
# of Businesses Served that are Repeat Businesses						
% Increase in Number of Businesses Served (measured in year 2)						
# of Businesses Engaged within Identified Priority/High Growth Sectors						
# Businesses Engaged that Submitted Job Orders						
# Businesses Engaged in Priority/High Growth Sectors that Submitted Job Orders						
# of Job Orders Filled						
# of Job Orders Filled within Identified Priority/High Growth Sectors						
Average Number of Days to Fill Job Orders						
LOS ANGELES COUNTY LOCAL TRAINING MEASURES						
Training Expenditures	100%	100%	100%	N/A	100%	TBD
Training Expenditures in Priority Sectors	50%	50%	50%	N/A	N/A	50%
% of High Growth Sector Trainings that were Successfully Completed	85%	85%	85%	85%	N/A	85%
% of Trainings Completed that Result in Training Related Employment	75%	75%	65%	65%	N/A	TBD
% of Trainings Conducted that are Pre-apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Trainings Conducted that are Pre-Apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Expended Work Experience Allocation	N/A	N/A	100%	N/A	100%	100%

\* Percentage will be calculated based on total exits (Closures plus soft exits) in the FY divided by Participants Served (Carryovers plus New Enrollments)



**LOS ANGELES COUNTY AMERICA'S JOB CENTER OF CALIFORNIA  
SOUTH LOS ANGELES AJCC & WESTSIDE AJCC**

Exhibit X4

**PERFORMANCE MEASURES AND GOALS**

AJCC BASIC CAREER SERVICES MEASURES (Tracking Measures)						
AJCC Basic Career Services Participants Served	7,200					
Entered Employment (2nd quarter after exit)	TBD					
Entered Employment (4th quarter after exit)						
Median Earnings						
Credential Rate						
In-Program Skills Gain						
Employer measures						
DEPARTMENT OF LABOR WIOA PROGRAM ACCOUNTABILITY MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
Entered Employment (2nd quarter after exit)	Goals will be based on final negotiations between County and EDD				N/A	TBD
Youth Placement in Employment/Education/Training (2nd quarter after exit)					N/A	TBD
Entered Employment (4th quarter after exit)					N/A	TBD
Youth Placement in Employment/Education/Training (4th quarter after exit)					N/A	TBD
Median Earnings					N/A	TBD
Credential Rate					N/A	TBD
In-Program Skills Gain					N/A	TBD
Employer Measures	N/A				N/A	TBD
LOS ANGELES COUNTY LOCAL PERFORMANCE MEASURES	Adult	DW	Out of School Youth	In School Youth	Youth at Work	Total
New Enrollments	179	77	158	39	96	549
Training enrollments	40	17	30	N/A	N/A	87
Priority Population Enrollments (Adult Only)	55%	N/A	N/A	N/A	N/A	55%
Re-Entry Population Enrollments (Adult and Out of School Youth Only)	10%	N/A	10%	N/A	N/A	10%
Individuals with Barriers Enrollments (i.e. Veterans, Disabled, Homeless, Limited English Proficient, Foster Youth)	40%	40%	40%	40%	N/A	40%
Exits*	85%	85%	85%	85%	85%	85%
WIOA Adult & Dislocated Worker Placements	75%	75%	N/A	N/A	N/A	75%
WIOA Youth Placements	N/A	N/A	65%	65%	N/A	65%
% of Required Follow-ups Due Completed	100%	100%	100%	100%	N/A	100%
LOS ANGELES COUNTY LOCAL BUSINESS SERVICES MEASURES (Tracking Measures)						
# of Businesses Engaged	TBD					
# of Businesses Served that are Repeat Businesses						
% Increase in Number of Businesses Served (measured in year 2)						
# of Businesses Engaged within Identified Priority/High Growth Sectors						
# Businesses Engaged that Submitted Job Orders						
# Businesses Engaged in Priority/High Growth Sectors that Submitted Job Orders						
# of Job Orders Filled						
# of Job Orders Filled within Identified Priority/High Growth Sectors						
Average Number of Days to Fill Job Orders						
LOS ANGELES COUNTY LOCAL TRAINING MEASURES						
Training Expenditures	100%	100%	100%	N/A	100%	TBD
Training Expenditures in Priority Sectors	50%	50%	50%	N/A	N/A	50%
% of High Growth Sector Trainings that were Successfully Completed	85%	85%	85%	85%	N/A	85%
% of Trainings Completed that Result in Training Related Employment	75%	75%	65%	65%	N/A	TBD
% of Trainings Conducted that are Pre-apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Trainings Conducted that are Pre-Apprenticeships or Apprenticeships	TBD	TBD	TBD	TBD	N/A	TBD
% of Expended Work Experience Allocation	N/A	N/A	100%	N/A	100%	100%

\* Percentage will be calculated based on total exits (Closures plus soft exits) in the FY divided by Participants Served (Carryovers plus New Enrollments)



**EXHIBIT Y (LIST OF SUBCONTRACTS)**

[illegible]





## **EXHIBIT Z**

### **COST ALLOCATION PLAN**

**(Approved Cost Allocation Plan will be inserted here)**